

## ANNEXURE TO PURCHASE ORDER

### Terms & Conditions

#### Preamble:

Each PO placed by Caplin for Goods and / or Services, is subject to these Terms & Conditions (“T&C”). This T&C is an integral part of the PO unless the contrary is agreed to between the Parties mutually and in writing. The PO along these T&C shall constitute a binding agreement between Caplin and the Seller, and the Seller is deemed to be bound by this T&C by accepting the PO, by supplying the Goods, and / or by providing the Services.

#### 1. Definitions:

- a. “**Affiliate**” in relation to either Party hereto, means a person that controls, is controlled by, or is under common control with such Party. As used in this definition, the term “control” means with respect to a person, (i) the ownership, directly or indirectly (through one or more entities), of more than 50 per cent voting securities of such person; or (ii) the power to direct the management or the significant policies of such person whether by operation of law, by contract or by ownership or otherwise; or (iii) having direct or indirect control of the day to day management of a person in any manner whatsoever.
- b. “**Caplin**” means Caplin Point Laboratories Limited / Caplin Steriles Limited or such division (i.e. Amaris Clinical) or subsidiary of the aforementioned, as indicated in the PO that is contracting with the Seller for the purchase or procurement of Goods and / or Services.
- c. “**Delivery Date**” means the date of delivery for Goods or performance of Services at the Delivery Point as stated in a PO.
- d. “**Delivery Point**” means the location identified by Caplin in the PO to which the Seller is to deliver Goods and / or provide the Services, or such other delivery area or point which is specified in writing by Caplin.
- e. “**Goods**” means the goods that are required to be delivered by Seller pursuant to a PO, and include all materials, component parts, packaging and labelling of such goods.
- f. “**Intellectual Property**” Intellectual Property shall mean and include patents, proprietary business and technical information, know-how, data, inventions, invention disclosures, drawings, processes, materials, compositions, manufacturing procedures, formulations, computer software (including source and object code), patent applications and trade secrets, copyrights, trademarks, trade names, service marks, service names, trade dress, logos and corporate names, together with goodwill associated therewith and including all translations, adaptations, combinations and derivations and registrations and applications for registration for each of the foregoing and the like in any country.
- g. “**Party**” or “**Parties**” shall mean Caplin and Seller, individually or collectively as the case may be.
- h. “**Price / Fees**” shall mean price for the Goods or the fees for the Services as set out in the applicable PO.
- i. “**PO**” means the purchase order or work order raised by Caplin on the Seller for the availing / purchase and sale of Goods and / or Services, to which these T&C are attached as annexure and deemed to be incorporated therein, by reference.
- j. “**Services**” means any services to be provided by Seller to Caplin pursuant to a PO.
- k. “**Specifications**” means the requirements, attributes and specifications for the Goods and / or Services that are set out in the applicable PO, including (i) documentation published by Seller relating to the Goods and / or Services; (ii) operational and technical features and functionality of the Goods and / or Services; (iii) standards or levels of service performance for Services; and (iv) Caplin business requirements that are expressly set out in a PO.
- l. “**Seller**” means the Party indicated on the PO that is contracting with Caplin for the sale or provision of Goods and / or Services and shall include the Party which is the manufacturer or owner in case of Goods.

#### 2. Delivery of Goods and / or Services.

- a. Seller agrees to supply and deliver the Goods to Caplin and / or to perform the Services for Caplin, as applicable, on the terms set out in the PO including quantity, timelines, deliverables etc. Under no circumstance excess Goods or Services will be accepted unless agreed by the parties vide an amendment to the PO.
- b. Seller shall supply Goods from fresh batch / lot (with at least 80% shelf-life) and preferably from one batch or minimum batches and each batch should bear label with the details like name of material, batch no, manufacturing date, expiry date, manufacturer’s site name and address, etc.
- c. Seller shall, at its own expense, pack, load, and deliver Goods to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions on the PO or otherwise provided to Seller by Caplin in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable PO or otherwise agreed to in writing by Caplin. Consignment for two different POs should not be clubbed together by the Seller.
- d. Time is of the essence with respect to delivery of the Goods and performance of Services. Goods shall be delivered and Services performed by the applicable Delivery Date at the Delivery Point. Seller must immediately notify Caplin if Seller is likely to be unable to meet a Delivery Date. At any time prior to the Delivery Date, Caplin may, upon notice to Seller, cancel or change a PO, or any portion thereof, for any reason, including, without limitation, for the convenience of Caplin or due to failure of Seller to comply with the terms of PO, unless otherwise noted.
- e. Title and risk of loss or damage shall pass to Caplin upon receipt of Goods at the Delivery Point, unless otherwise agreed to by Caplin in writing. Seller shall obtain insurance while Goods are in transit from Seller to the Delivery Point.
- f. Seller shall follow all instructions of Caplin and cooperate with Caplin’s customs broker as directed by Caplin (including by providing requested shipping documentation) with respect to all Goods that originate from sources or suppliers based outside India.

#### 3. Inspection; Acceptance and Rejection.

- a. All shipments of Goods and performance of Services shall be subject to Caplin’s right of inspection. Caplin shall have **ninety (90) days** (the “**Inspection Period**”) following the delivery of the Goods at the Delivery Point or performance of the Services to undertake such inspection, and upon such inspection Caplin shall either accept the Goods and / or Services (“**Acceptance**”) or reject them. Caplin shall have the right to reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective. In addition, Caplin shall have the right to reject any Goods and / or Services that are not in conformance with the Specifications or any term of the PO. Transfer of title to Caplin of Goods shall not constitute Caplin’s Acceptance of those Goods. Caplin shall provide Seller within the Inspection Period notice of any Goods and / or Services that are rejected, together with the reasons for such rejection. If Caplin does not provide Seller with any notice of rejection within the Inspection Period, then Caplin will be deemed to have provided Acceptance of such Goods and / or Services. Caplin’s inspection, testing, or Acceptance or use of the Goods and / or Services hereunder shall not limit or otherwise affect Seller’s representations and warranties hereunder with respect to the Goods and / or Services, and such representations and warranties shall survive inspection, test, Acceptance and use of the Goods and / or Services.
- b. Caplin shall be entitled to return rejected Goods to Seller at Seller’s expense and risk of loss for, at Caplin’s option, either: (i) full credit or refund of all amounts paid by Caplin to Seller for the rejected Goods; or (ii) replacement Goods to be received within the time period specified by Caplin. Title to rejected Goods that are returned to Seller shall transfer to Seller upon such delivery and such Goods shall not be replaced by Seller except upon written instructions from

Caplin. Seller shall not deliver Goods that were previously rejected on grounds of non-compliance with the PO, unless delivery of such Goods is approved in advance by Caplin, and is accompanied by a written disclosure of Caplin's prior rejection(s). Seller agrees to accept Goods which are returned, at Seller's risk and expenses at full invoice price, plus transportation charges and to replace defective Goods and / or Services as Caplin deems necessary. Seller will reimburse Caplin for all reasonable expenses that result from any rejection or, correction of defective Goods and / or Services.

4. **Price / Payment Terms.** Prices for the Goods and / or Services will be set out in the applicable PO. Price increases or charges not expressly set out in the PO shall not be effective unless agreed to in advance in writing by Caplin. Any payments made in lieu of an invoice, as advance milestone payments, shall not be deemed to be an acceptance of Goods and / or Services by Caplin. Seller will issue invoice, packing list, certificate of analysis (CoA) and other related certificates along with the consignment. All invoices delivered by Seller must meet Caplin's requirements, and at a minimum shall reference the applicable PO. Caplin will pay the undisputed portion of properly rendered invoices within ninety (90) days from the date of receipt of the invoice or the delivery of Goods or Services at the Delivery Point, whichever is later. Caplin shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the Parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of the PO nor shall any interest be charged on such amounts. Notwithstanding the foregoing, Caplin agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein. Any actual payment due to any Seller shall be proportionate to the quantum of Goods supplied or Service rendered by the Seller. The Seller shall reimburse all amounts paid by Caplin, in excess of the quantum of Goods supplied or Service rendered by the Seller.
5. **Taxes.** Unless otherwise stated in a PO, all prices or other payments stated in the PO are inclusive of all taxes, including Goods & Services Tax (GST). Seller shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s). Caplin will pay all applicable taxes to Seller when the applicable invoice is due. Seller will remit all applicable taxes to the applicable government authority as required by applicable laws and file necessary returns within the stipulated time. Notwithstanding any other provision of this Agreement, Caplin may withhold from all amounts payable to Seller all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws. If the Seller is duly registered under the applicable Goods and Services Tax Laws (GST Laws), then the Seller shall comply with all the applicable GST Laws for the supply of Goods and / or Services made by them to Caplin. Caplin shall be under no obligation to, intimate any such non-compliance (whether or not observed) to the Seller, where Caplin is unable to claim 'input tax credit' for such Goods and / or Services. If Seller defaults in compliance, the Seller undertakes to immediately take all corrective action, within the applicable statutory, time limit, to enable Caplin to claim the Input Tax credit and to immediately inform Caplin, in writing, of the completion of such corrective action, failing which, Caplin shall, in addition to all its other rights and remedies at law and equity, be entitled to deduct and / or claim any and all amounts equivalent to such loss of input tax credit, including any and all losses due to penalties and interest, if any.
6. **Legal Compliance.** In carrying out its obligations under the PO, including the performance of Services, Seller shall at all times comply with all applicable laws including all foreign or domestic laws whether central, state and municipal laws, regulations, standards, and codes including labour laws and data protection laws, as may be applicable from time to time.

Seller shall obtain all applicable permits, licences, exemptions, consents and approvals required for the Seller to manufacture and deliver the Goods and perform the Services.

## 7. **Warranties.**

- a. **Product Warranties.** Seller warrants to Caplin that, all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by Caplin, new; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the Specifications; (vi) free from any liens or encumbrances on title whatsoever; (vii) in conformance with any samples provided to Caplin; and (viii) compliant with all applicable state, central and municipal laws, regulations, standards, and codes (ix) in compliance with the applicable laws.
- b. **Service Warranties.** Seller shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Services under the PO; (ii) in accordance with all Specifications and all Caplin policies, guidelines, by-laws and codes of conduct applicable to Seller; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. Caplin may object to any of the Seller's personnel engaged in the performance of Services who, in the reasonable opinion of Caplin, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Seller shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Caplin.
- c. **Intellectual Property Representation Warranty.** Seller further represents and warrants to Caplin that the performance hereof by the Seller and all Goods and / or Services (including any Deliverables) do not and at all times will not be in violation of or infringe any Intellectual Property rights of any person.
- d. **Manufacturer Warranties.** Seller shall assign to Caplin all manufacturer's warranties for Goods not manufactured by or for Seller, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to Caplin.

## 8. **Warranty Remedies.**

- a. In the event of breach of any of the Warranties, and without prejudice to any other right or remedy available to Caplin (including Caplin's indemnification rights hereunder), Seller will, at Caplin's option and Seller's expense, refund the Price for, or correct or replace the affected Goods, or re-perform the affected Services, within 15 day(s) after notice by Caplin to Seller of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and / or Services, transport the Goods from Caplin to Seller, and return shipment to Caplin, and costs resulting from supply chain interruptions, will be borne by Seller. The Warranties will continue as to the corrected or replaced Goods and / or Services too.
- b. In the event that any Goods provided by Seller to Caplin are subject to a claim or allegation of infringement of Intellectual Property rights of any person, Seller shall, at its own option and expense, without prejudice to any other right or remedy of Caplin (including Caplin's indemnification rights hereunder), promptly provide Caplin with a commercially reasonable alternative, including the procurement for Caplin of the right to continue using the Goods in question, the replacement of such Goods with a non-infringing alternative satisfactory to Caplin, or the modification of such Goods (without affecting functionality) to render them non-infringing.

9. **Packaging and Shipping.** The Seller shall be responsible for packing, loading and shipping the Goods in accordance with any specifications as stated in the PO or otherwise stated by

Caplin. If there are no specifications mentioned by Caplin, the Seller shall be responsible for the packaging, loading and shipping of the Goods in a manner prudent to avoid any damage to the Goods, and in accordance with Applicable Law.

- 10. Intellectual Property Rights.** All Intellectual Property rights in and to the Goods and / or Services provided by the Seller shall vest in Caplin free and clear of all liens and encumbrances on receipt of payment by Seller for Goods and / or Services, as may be applicable, unless otherwise agreed. To the extent that any Goods and / or Services contain any Intellectual Property of Seller, Seller hereby grants to Caplin a worldwide, royalty-free, nonexclusive, perpetual license to use, copy, modify and distribute such Intellectual Property as part of the Goods and / or Services. Seller agrees to provide to Caplin all assistance reasonably requested by Caplin to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such materials in Caplin and its successors and assigns.
- 11. Confidentiality.** Seller shall safeguard and keep confidential any and all information relating to the PO and / or Caplin accessed or obtained by it or provided to it by Caplin in connection herewith or the PO, and shall use such information only for the purposes of carrying out its obligations under the PO. This obligation of confidential and non-use obligation shall survive the term hereof.
- 12. Insider Trading.** Seller hereby acknowledges that (i) Caplin and / or its Affiliate(s) are publicly traded listed entities in India and any trading in securities of a publicly traded listed entity is subject to Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time (“SEBI Regulations”); (ii) under this PO, Seller and / or its representatives may come into possession of any unpublished price sensitive information of Caplin and / or its Affiliate(s) (“UPSI”); and (iii) any trading by Seller and its representatives who are in possession of any UPSI, in the securities of Caplin and / or its Affiliate(s) while in possession of any UPSI, and / or disclosure of such UPSI to any third person by Seller and / or by such representatives of Seller, is prohibited under SEBI Regulations.
- 13. Anti-Corruption Anti-Bribery.** Seller shall not engage in any form of corrupt practices including without limitation to, extortion, fraud, impersonation, false declarations, bribery, money laundering, supporting or involved with terrorist or organized crime organizations or other such activities. Seller shall not offer bribes, kickbacks, illegal political contributions or other improper payments to Caplin representative or agency, any customer, government official or third party, with the intention of obtaining or retaining a business or other improper advantage. The Seller shall not directly or indirectly make any payments to any employees or representatives of Caplin, without prior approval or intimation from Caplin.
- 14. Insurance.** Seller represents and warrants to Caplin that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of goods and services similar to the Goods and / or Services provided hereunder, including, as applicable, professional errors and omissions liability insurance and comprehensive commercial general liability insurance (including product liability coverage, all – risk contractors’ equipment insurance, and automobile liability insurance). Seller will promptly deliver to Caplin, as and when requested, written proof of such insurance. If requested, Caplin will be named as an additional insured under any such policies. If requested by Caplin, such insurance will provide that it cannot be cancelled, or materially changed so as to affect the coverage provided under the PO, without the insurer providing at least 30 days’ prior written notice to Caplin.
- 15. Indemnities.** Seller shall indemnify, defend and hold harmless Caplin, its Affiliates, and their respective officers, directors, employees, consultants, and agents (the “Caplin Indemnified Parties”) from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities suffered by or brought against or incurred by Caplin Indemnified Parties or any of them arising out of: (a) death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods and / or Services, or from the failure of the Goods and / or Services to comply with the warranties hereunder; (b) any claim that the Goods and / or Services infringe or violate the Intellectual Property rights or other rights of any person; (c) any intentional, wrongful or negligent act or omission of Seller or any of its Affiliates or subcontractors; (d) Seller’s breach of any of its obligations under the PO; (e) any liens or encumbrances relating to any Goods and / or Services; or (f) Seller’s breach of the Anti-Corruption, Anti Bribery clause as stated in clause 13.
- 16. Independent Contractors.** Seller will perform its obligations under the PO as an independent contractor and in no way will Seller or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of Caplin. Seller and its employees will have no authority to represent Caplin or its Affiliates or bind Caplin or its Affiliates in any way, and neither Seller nor its employees will hold themselves out as having authority to act for Caplin or its Affiliates.
- 17. Severability.** If any provision of the PO is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.
- 18. Waiver.** No waiver of any provision of the PO shall be enforceable against that Party unless it is in writing and signed by that Party.
- 19. Assignment.** Seller may not assign or subcontract the PO, in whole or in part, without Caplin’s prior written consent. The PO shall enure to the benefit of and be binding upon the Parties and their respective legal personal representatives, heirs, executors, administrators, assigns or successors.
- 20. Survival.** Any provision of the PO which expressly or by implication from its nature is intended to survive the termination or completion of the PO will continue in full force and effect after any termination, expiry or completion of the PO.
- 21. Governing Law & Jurisdiction:** The PO and these T&C shall be governed by the laws of India without regard to the United Nations Convention on Contracts for the International Sale of Goods. The PO and T&C shall be subject to the exclusive jurisdiction of Chennai, India.
- 22. Dispute Resolution:** Any dispute arising out of or in connection with the PO or T&C shall be referred to and finally resolved by arbitration by a sole arbitrator, appointed in accordance with the (Indian) Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Chennai, India. The language to be used in the arbitration shall be English. Subject to the arbitration provisions referred to above, the courts of Chennai, India shall have exclusive jurisdiction.
- 23. Entire Agreement.** The PO read with this this T&C constitutes the entire agreement between the Parties in regard to the subject matter and all prior written or oral

communications, representations, agreements and understanding either vide email or otherwise shall not be applicable. These T&C are in addition to the instructions and specifications on the PO. All amendments to these T&C must be agreed to in writing by Caplin.