



SCL Lifesciences
Limited

(formerly known as Saurav Chemicals Ltd.)

PURCHASE ORDER

GSTIN : 06AACCS4745B4ZL

PAN : AACCS4745B

370,Industrial Area, Phase-2, Panchkula(Haryana)

STEM LEARNING PRIVATE LIMITED

12TH FLOOR, 1205, MARATHON ICON, VEER SANTAJI
MARG, LOWER PAREL WEST,
MUMBAI, MAHARASHTRA

Offer : Quote/Approval

Date :

- Vendor Copy
 Purchase Copy
 Accounts Copy
 Store Copy

Kind attn : MD Zenul

Dear Sir,

This is in reference to your above mentioned offer for the supply of following items and the subsequent discussions we had with you.
We are pleased to confirm our order on you on following terms and conditions.

1. The contract price has been agreed as follows :

| S.No. | Description | Qty. | Rate | Disc. | Amount |
|-------|--|----------|------------|-------|-----------|
| 1 | <p>CSR</p> <p>Donation of Mini Sceince Lab under CSR Activity</p> <p>MINI SCIENCE CENTRE Desc - 80 MODELS 80 USERS PLACARD 37 COLOURFUL BACKGROUNDS 1 SAFETY PLACARD 1 TEACHERS MANUAL INCLUDES INSTALLATION, DELIVERY & 1st YEARS MAINTENANCE</p> <p>MONITORING & EVALUATION Desc TOTAL - (2 VISITS IN INDIVIDUAL SCHOOLS TO CONDUCT BASELINE & ENDLINE SURVEY)</p> <p>INFRASTRUCTURE Desc SET UP OF PLATFORMS & ELECTRIC CONNECTIONS & WHITE WASH</p> | 1.000 NO | 423729.000 | 0.00 | 423729.00 |

INCOTERMS :

2. Payment Terms : ADVANCE

| Payment Term | (%) |
|---------------------------|--------|
| BB | 50.00% |
| ADVANCE (ON BASIC AMOUNT) | 50.00% |

| | | |
|--------------------------|--------|------------------|
| Sub Total | | 423729.00 |
| IGST | 18.000 | 76271.22 |
| Grand Total (INR) | | 500000.00 |

Amount : FIVE LAKH ONLY

3. Dispatch Schedule

| Qty/Lot | Date | Remarks |
|---------|------|---------|
| | | |

4. Misc. Condition : 50% Advacne and 50% against bill booking
(With Installation Confirmation)

For SCL Lifesciences Limited

ARVIND DHIMAN

(ASSISTANT GENERAL MANAGER)

Authorized Signatory

****This is a system generated document, hence no signature is required.**

TERMS AND CONDITIONS

1. Please quote the Purchase Order (P.O.) number on your challans, bills and on any other correspondence in connection with this order.
2. The Company does not accept any responsibility for any order unless it is issued on Company's official P.O. duly signed by authorized signatory. However no physical signature is required in case of electronic copy generated through system.
3. Please confirm acceptance of this order to Company's Materials Department. In the absence of such acceptance, the delivery of any material, equipment or services shall constitute full acceptance by the Supplier of the terms and conditions herein.
4. If the Supplier, by the terms of this P.O., is required to perform any work in the Company's premises, the Supplier shall be responsible for any damages or injuries to persons or property including Company's employees and property, caused as a result of fault or negligence or for any reasons whatsoever, including omission or commission in doing or complying with certain requisites, statutory or otherwise by the Supplier and/or his agents. Before commencing contract work the Supplier shall furnish to the Company policies of insurance showing that the Supplier has taken adequate cover for public liability, property damage and workmen's compensation and cover the risk to property and body of the Supplier's employees.
5. Payment will be made as per credit period from the date of receipt of supplies unless otherwise specified.
6. Supplies received as per the P.O. prior to approval shall not constitute an acceptance of the goods even if payment is made in advance.
7. Goods should be accompanied by delivery challan in triplicate and duplicate copy of invoice, issued under Rule 11 of the Central Excise Rules 2002 in the name and delivery address provided in P.O / any other manufacturing centers as applicable to enable the Company to avail of Cenvat Credit. Failure to furnish the applicable documents will result in excise duty being recovered from the Supplier. Whenever the goods are to be delivered to loan licensees, such Invoice should be prepared in the name and address of the said loan licensee A/C Company.
8. Original copy of invoice issued under Rule 11 of the Central Excise Rules 2002 and/or commercial Invoice should be submitted to the Accounts Department together with a copy of the receipted Challan / L R within 3 days from the date of delivery of goods.
9. Supplier should mention on the bills the location where the supplies have been made.
10. Advance payment received from the Company should be mentioned on the bills, giving details such as cheque no. date and amount. All bank charges relating to payment shall be borne by the Supplier.
11. Goods are to be delivered within the time specified in the P.O. failing which the Company shall be at liberty to cancel the order (in part or in full) and / or purchase the undelivered quantity of goods from other sources. The Supplier shall reimburse the Company the additional cost incurred by way of increase in price and incidental expenses in connection with such purchases from other sources, if any.
12. Any increase / reduction in government levies (excise I custom duty, ST / CST etc.) will be to the Company's account.
13. Name of the product and pharmacopoeial designation (wherever applicable)/batch no. / lot no. /manufacturing date / expiry date / manufacturer's name should appear on every container. The Supplier should ensure that supplies are made from minimum of one or two batches / lots. Supplies of Chemical Products from multiple batches/lots are liable to be rejected. Supplies have to be made from freshly manufactured batches with residual shelf life of minimum four years at the time of receipt of the material by the Company (for chemical products only).
14. The Company reserves the right to cancel the P.O. or amend the quantities indicated in the P.O. arising out of any change in Company's sales requirements / manufacturing programme or from any cause or causes beyond the Company's control.
15. Goods not conforming to the Company's specifications / standards / pre-shipment samples are liable to be rejected and the Company's decision in this regard will be final. Rejected goods will be held at the Supplier's risk. Rejected goods other than printed/promotional materials should be collected back within three days on receipt of intimation by the Supplier at his own cost and expenses, failing which the rejected material will be booked to the Supplier on freight to pay basis at Supplier's risk and cost. Upon rejection Supplier shall immediately reverse the invoices and issue credit notes and in case of advance payment shall repay advance so received before taking back the rejected goods. If any defects or discrepancies are notified in the supply at a later date, which went undetected at the time of supply, they shall be freely replaced by the Supplier. Rejected printed material will be destroyed by the Supplier in the presence of Company's representatives at Company's premises.
16. The Company reserves the right to reject/accept goods delivered in excess of quantities ordered. If rejected by the Company, the Supplier shall comply with the requirements of clause 15 above pertaining to the manner in which the rejected goods are to be dealt with.
17. Transit insurance will be covered by Supplier for all risks up to delivery center and insurance charges will be to the Supplier's account unless otherwise specified.

18. Goods will be accepted at all destinations on all working days between 9:00 am to 4:30 pm. Supplier shall confirm delivery time on phone prior to dispatch of Materials.
19. The Supplier shall be responsible to pay all extra expenses or any loss arising on account of improper packing. No charges will be allowed for containers I packing or crating unless specified in the P.O. Packing material used for supplies are on non-returnable basis unless otherwise agreed to by Company in writing.
20. All items manufactured by the Supplier according to the Company's blueprints, drawings/designs/ manufacturing data/specifications or information pertaining to therein furnished to the Supplier by the Company shall not be utilized by the Supplier or anyone on his behalf for sale, manufacture or for any other purpose unless agreed by the company in writing. All such blue prints/drawings/designs/prototypes/blocks/moulds etc. made by the Supplier against specific orders shall be the property of the Company and shall be returned to the Company on demand.
21. The Supplier guarantees that the sale or use of his products will not infringe any legislation, Indian or foreign concerning patent, design copyright or trademark and undertakes to indemnify and keep the company indemnified against any action, judgement, decree, cost, claim, demand and expense resulting from any actual or alleged violation / infringement of statutes concerning patent, design or trademark, copyrights etc. The Supplier further undertakes at his own expense to defend or assist in the defense of any suit or action which may be brought in this connection against the Company by any third party.
22. The Company reserves the right to cancel the P.O. or part thereof if a stoppage of Company's manufacturing, trading or distribution activities, in total or in part occurs due to fire, worker's agitation, strike, lockout, Government legislation, force majeure or from any cause or causes beyond the Company's control.
23. Any litigation arising out of or in connection with this order shall be subject to Panchkula Jurisdiction only.
24. Unless otherwise agreed to in writing, weight declared by the weighbridges nominated by the Company or weights and measurements taken at Company's premises shall be final to ascertain the quantity of material received.
25. The terms and conditions indicated above supersedes all terms and conditions mentioned in the Supplier's/agents quotation/indent/invoice or any other documents pertaining to the transactions covered by this PO.
26. VENDOR WILL SHARE THE MANUFACTURING BAR CHART WITH DATES OR PROGRESSES REPORT. SCL LIFESCIENCES LIMITED CAN CONDUCT RANDOM AUDIT EITHER ON VENDOR SITE OR BY VIDEO CALLS AND IT IS OBLIGATORY MANDATE UPON VENDOR TO SHARE PROGRESS REPORT WITH EVIDENCE OF PROGRESS IN THE FORM OF DOCUMENTS, BAR CHART & ALSO PROOF OF ORDERED OR BOUGHT OUT MATERIALS ALONG WITH REQUIRED AMOUNT OF VIDEO AND PICTURE EVIDENCE. VENDOR SHALL ENSURE TO SHARE SUCH INPUTS WITHIN ONE DAY / WORKING DAY FROM THE DATE OF REQUEST FROM SCL LIFESCIENCES LIMITED. ANY DELAY IN SHARING SUCH INPUT SHALL BE DEEMED NON-COMPLIANCE TO THE BASIC TERMS AND CONDITIONS OF THE PURCHASE ORDER HENCE SUCH A CONDUCT SHALL BE CONSIDERED AS A NON CO-OPERATIVE AND IRRESPONSIBLE BEHAVIOUR ON VENDOR'S PART. DELAY IN SUCH A CASE SHALL BE CONSIDERED AS DELAY WITH INTENT TO CAUSE HARM TO CRITICAL PHARMACEUTICAL MANUFACTURING OPERATIONS AT SCL LIFESCIENCES LIMITED'S SITE. IN SUCH A CASE, ANY FINANCIAL OR QUALITY OR REPUTATION DAMAGES SHALL BE CLAIMED IN FULL IN THE FORM OF FINANCIAL RECOVERY AND JUSTIFICATION OF DELAY.

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