

### **Terms and Conditions**

1. Payment is subject to satisfactory receipt of goods/services and in compliance with the terms and conditions of the agreement between the parties. Bard India Healthcare Private Limited ('BARD') reserves the right to return/reject the goods/services provided by the vendor if it is not in accordance with the agreed specifications/terms and conditions.
2. All payments would be settled through banking mode. No payments would be settled through cash.
3. Payment instruments would be drawn in favor of the vendor as mentioned in the purchase order unless specifically requested otherwise and supported by satisfactory documentation.
4. Applicable taxes will be billed as a separate item or line item. Vendor shall be liable to pay sales, services, and all other similar taxes imposed under the Indian Laws and statutes. Vendor is liable for compliance with all applicable laws and statutes. Vendor shall indemnify and hold BARD harmless from any interest or penalties imposed on BARD because of Vendor's improper payment of any taxes or non-compliance with laws.
5. All payments would be subject deduction of taxes as may be required under the Indian Laws and statutes.
6. Vendor will defend, indemnify and save harmless BARD and any subsidiary or affiliated company thereof, from any third party claims arising out of the use of the invoiced goods/services.
7. The court at Mumbai shall have exclusive jurisdiction for deciding any disputes arising out of this transaction.
8. Vendor agrees to have understood and provides unconditional commitment to comply with BARD's ethics and compliance policies.