

Standard Purchase Order Terms and Conditions

1. **PARTIES:** "Vendor" as used herein means the addressee of this Purchase Order ("**Purchase Order**"). "**BD**" as used herein means Becton Dickinson India Private Limited. "Goods" means the goods and or services described in the Purchase Order.
2. **CONTRACT:** The Purchase Order will be deemed to be accepted as a contractual obligation by the VENDOR either when the VENDOR acknowledges acceptance in writing or when a part of the supply is made to BD against the Purchase Order prior to receipt of VENDOR's acceptance in writing. The terms and conditions ("**T&C**") set out here are to be read in conjunction with and as a part of terms and conditions reduced to in writing as per the Agreement, if any, executed between the Vendor and BD ("**Agreement**"). In the event of conflict between the Agreement and these T&Cs, the terms of the Agreement shall prevail, save and except for Section 14 and Section 16 of this Purchase Order in which case the stricter of the respective provisions as corresponding with those under the Agreement shall prevail. Terms agreed herein shall supersede any terms and conditions provided by the Vendor.
3. **QUANTITY:** Goods in excess of the ordered quantity may, at the option to BD, be returned at the VENDOR's expenses. Any shortfall in supplies of Goods shall be made up at the price contained in this Purchase Order within 2 weeks of receipt of last lot against the Purchase Order unless the balance quantity is agreed to be cancelled by BD.
4. **QUALITY, FITNESS:** The VENDOR guarantees that all Goods supplied to BD pursuant to this Purchase Order shall conform to specifications, samples or other descriptions furnished or adopted by BD or agreed by parties and shall be new (unless otherwise agreed), of first class quality, fit and serviceable for the purpose intended, merchantable and free from defects. All Goods shall be subjected to BD's inspection before acceptance ("**BD Inspection**"). However BD inspection shall not relieve or discharge the VENDOR, in any manner, of its obligations, guarantees and warranties hereunder.
5. **MODIFICATION:** BD hereby reserves the right to make such changes to drawings, specifications or instructions for work, methods of shipment and packaging, schedules, place of delivery, materials and/ or work covered by this Purchase Order and the Vendor hereby agrees to comply with such changes which shall be notified to the Vendor in writing (including via email) by BD. If such changes result in a decrease or increase in the Vendor's cost or in the time for performance, such adjustment shall be mutually agreed between the parties in writing. Unless the Vendor presents to BD an itemized statement of claim against BD within twenty (20) days after receipt of notice of such change, the Vendor shall conclusively be deemed to have waived all claims against BD with respect thereto. The Vendor shall not be entitled to make any changes to the specifications of the goods to be delivered under this Purchase Order without BD's written consent.
6. **REJECTION:** Provided always BD reserves the right to reject all such Goods, which fail to conform to the standards prescribed and required by BD by reason of any defect causing such not being apparent during BD Inspection and contrary to the provisions of Clause 4 above.

The decision of BD in the regard shall be final and conclusive. All Goods so rejected shall be held at VENDOR's risk at the VENDOR's expense for storage or other charges. VENDOR shall at its costs and expense replace as such rejected Goods within 15 days of receipt of notice of BD. Further VENDOR shall refund to BD within 15 days of BD's notice all payments received for the defective Goods. Approval of any sample, acceptance of deliveries of any Goods and or payment thereof shall not be deemed to constitute a waiver of this provision. In case of any rejections in the material, VENDOR will arrange to take back the rejected material immediately on being intimated to this effect. In case the rejected Goods are not lifted within 7 days of the date of intimation for local VENDOR and within 15 days in case of outstation VENDOR, rejected Goods shall be sent back at VENDOR's cost and risk.

7. **INVOICING:** VENDOR's invoice shall contain the reference and details of the Purchase Order, description of Goods as per Purchase Order Quantity and the VENDOR's delivery challan and such other documents as may be required by applicable laws. The first and second copies of the VENDOR's invoice shall be sent by VENDOR separately as per instruction contained in this Purchase Order.
8. **PAYMENT TERM:** Unless otherwise mandated by local law or mentioned elsewhere on the face of Purchase Order, the term of payment is net 120 (one hundred twenty) days after receipt of Vendor's valid invoice or after receipt of the products or services, whichever is later.
9. **PACKING:** VENDOR shall protect securely and pack the Goods in accordance with the best-established practices in order to protect the Goods from damage during transit. VENDOR shall be liable for any Cost expenses and liabilities arising out of defective packing. A packing list must be included with supply. Purchase Order number must appear on package and on all packing slips. No charge for packing cartage or loading /unloading will be allowed unless specifically agreed upon by BD writing.
10. **DELIVERY:** Time of the delivery is the essence of this Purchase Order. Deliveries should be strictly in accordance with the delivery schedules mentioned in Purchase Order. In case Goods is received more than 5 days before or after the Scheduled date, the Goods may be returned at VENDOR's cost and risk and BD may at its option and without limitation of any of its other rights, cancel all or any incomplete part of this Purchase Order. The title in Goods shall pass on to BD after Q.C. acceptances. Such passing of the title shall not however relieve or release the VENDOR' of its obligations, guarantees and warranties including its obligation to replace the defective Goods.
11. **CANCELLATION:** BD reserves the right to cancel this Purchase Order within 15 days of acceptance hereof by the VENDOR, without being liable in any manner whatsoever. Provided, however, BD reserves the right to terminate this Purchase Order in the event of VENDOR's insolvency, bankruptcy, obvious intention not execute this order on time, liquidation, winding up or breach of any of the terms of this Purchase Order or any violation against the laws of the land, BD without being liable in any manner whatsoever.

12. **ANTI-CORRUPTION LAWS:** The Vendor hereby represents, warrants and covenants that:

- a. Vendor has always complied and shall continue to comply with Anti-Corruption Laws (defined below) and shall not cause BD or its affiliates to be in violation of any Anti-Corruption Law. “Anti- Corruption Laws” mean collectively: (i) the United States Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.) and the United Kingdom Bribery Act 2010 (each as amended from time to time), of which Vendor specifically acknowledges and confirms its understanding; (ii) any applicable legislation or regulation implementing the Organization for Economic Cooperation and Development Convention Against Bribery of Foreign Public Officials in International Business Transactions; and (iii) all other applicable laws, regulations, orders, judicial decisions, conventions and international financial institution rules regarding domestic or international corruption, bribery, ethical business;
 - b. Vendor shall not conduct, money laundering, political contributions, gifts and gratuities, or unlawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls;
 - c. Vendor and its owners, directors, officers, agents, employees, and contractors will not, in connection with or performance of these Terms and Conditions, make or promise to make any payment (in currency, property or other thing of value) to any government official of a country (including employees of government owned corporations or other entities); a political party of a country or official thereof; any candidate for political office of a country; or any non-governmental organization or official thereof (collectively, “Government Officials”), unless such payment would be permitted under all applicable Anti-Corruption Laws;
 - d. if Vendor uses or employs any subcontractor or other third party in connection with Vendor’s performance of these Terms and Conditions, (each a “Subcontractor”), Vendor shall incorporate the obligations of these Terms and Conditions, with respect to Anti-Corruption Laws, including, without limitation, the foregoing representations, warranties and covenants, into its respective agreements with such Subcontractor(s), and hereby guarantees to BD each Subcontractor’s compliance with such obligations; and
 - e. Vendor shall reasonably cooperate with BD in regard to any matter, dispute, controversy or reasonable inquiry related to these Terms and Conditions, generally and compliance with Anti-Corruption Laws specifically which BD may become involved and of which Vendor may have knowledge. Such obligation shall continue after the expiration or termination of these Terms and Conditions, to the extent permissible under applicable law.
 - f. Vendor hereby acknowledges receipt of a copy of BD’s Expectations for Suppliers available at <https://www.bd.com/en-ga/about-bd/policies/expectations-for-suppliers-page> and the Vendor warrants and certifies that it will do nothing in the performance of these Terms and Conditions which will be in conflict with BD’s Expectations for Suppliers guide.
13. **AUDIT RIGHTS:** Upon request, Vendor shall provide BD with reasonable access to Vendor’s books and records in order to allow BD to audit Vendor’s compliance with these Terms and Conditions. Vendor shall in good faith provide to BD and/or its representatives,

legal counsel, and advisors all supporting documents requested by BD pertaining to any expenses incurred and/or services performed by Vendor and its agents or subcontractors pursuant to these Terms and Conditions.

14. **INDEMNIFICATION:** The VENDOR shall indemnify and keep indemnified BD and any or all directors, employees, agents and successors of BD against any loss, liability, damages and expenses resulting from any third claim made or action against the above mentioned on the grounds of infringement of patent, trademark, copyright, license or other proprietary rights with respects to the Goods supplied pursuant hereto. VENDOR shall also indemnify and keep BD indemnified including BD's directors, employee, agents and successors against all costs, liabilities, claim and proceedings arising out of breach by the VENDOR's or any of its obligations.
15. **CONFIDENTIALITY:** Any and all data or information (including but not limited to sensitive personal data or information), specifications, drawings, samples or other descriptions, if any, furnished by BD to the VENDOR in respect of the Goods (collectively "**BD Information**") shall be kept in strict confidence by the VENDOR. The VENDOR shall not disclose BD Information to any third person except with the prior written permission of BD. Further, the Vendor undertakes and agrees (and shall cause Vendor employees to undertake and agree) to: (i) limit distribution of BD Information internally and strictly on a need to know basis; (ii) cause VENDOR employees to adhere to the provisions of this Purchase Order; (iii) use BD Information only for the limited purposes of supplying Goods to BD; and (iv) return all BD Information (including copies made thereof) to BD upon request and in any event immediately upon termination of the Agreement and, or this Purchase Order.
16. **DISCLOSURES & WAIVER:** The VENDOR agrees and admits that all disclosures made to BD concerning Goods, merchandise, material, work or services ordered herein can be used by BD to obtain the goods or services from any other supplier. Further with respect to any data or information which BD receives from the VENDOR or its personnel during the term of this Purchase Order and/or the Agreement, including but not limited to sensitive personal data or information, if applicable, the VENDOR consents for BD to use, process, store and deal with such data or information (including, subject to applicable laws, storing such data or information outside India), to enable BD to perform its functions or activities that may arise out of or in connection with this Purchase Order or Agreement. For example, BD may be required to make payments under the Purchase Order or the Agreement for which it may request for details of bank account where such payments are to be credited. The VENDOR agrees to obtain consent from third parties and comply with applicable Data Protective and Privacy Laws, for purposes of undertaking its obligations and/or performing services under the Purchase Order or the Agreement, wherever applicable.
17. **COMPLIANCE:** The VENDOR, for the performance of its obligations under the Agreement and, or, this Purchase Order, undertakes and agrees to comply with all applicable laws, regulations, rules, orders, guidelines, which shall include but not be limited to Data Protections and Privacy Laws. "**Data Protection and Privacy Laws**" shall include but not be limited to laws, rules, regulations, guidelines, orders, circulars, notifications, directives, issued in respect of safeguarding and protection of privacy and, or, handling, dealing, storing

or otherwise processing data or information, including BD Information as well as in respect of seeking consents and, or approvals.

18. **DISPUTE RESOLUTION AND JURISDICTION:** These Terms and Conditions will be governed in accordance with the laws of India. Any dispute arising out of this contract shall lie within the sole and exclusive jurisdiction of the courts at New Delhi. Any dispute arising between the Parties pertaining to this Agreement shall be first endeavored to be resolved amicably between the Parties. In case the Parties fail to resolve such dispute within 30 (thirty) days of the date when referred by either Party to the other Party, the same shall be referred for resolution through Arbitration under the Arbitration and Conciliation Act, 1996, by an Arbitrator appointed with mutual consent of Parties. The proceedings of Arbitration shall be held in New Delhi in English language. The award of the Arbitrator shall be final and binding upon the Parties.
19. **FORCE MAJEURE:** Neither party shall be liable to the other in the event of delay on failure in the performance of its obligations due to occurrence of the force majeure conditions, Force majeure for the purposes of this Purchase Order shall mean riot, workers strike, war, act of God. BD shall have the right to terminate the Contract between BD and Vendor, if the force majeure event continues for a period of more than 30 (thirty) days from the date of first intimation.
20. **ASSIGNMENT:** VENDOR shall not assign to any third party in any manner its rights and obligations under this Purchase Order without obtaining a prior written consent of BD. Interest at the prevailing Bank rates on overdrafts will be charged from VENDOR for the advances held beyond the delivery dates.
21. **CONDITION APPLICABLE TO INTERNATIONAL SALE AND PURCHASE ONLY.** Save insofar as is provided herein, the INTERNATIONAL RULES FOR THE INTERPRETATION OF TRADE TERMS known as INCOTERMS 2020 as amended from time to time, shall apply hereto.