



UPL Limited-General terms and conditions of Purchase

1. **Definitions:**

In this document, UPL means the Purchaser, UPL Limited; Supplier means the Company/ firm or individual on whom UPL is issuing the Purchase Order (PO); Product means the goods, materials and/or services to be supplied by the Supplier. CDD means the contractual delivery date by which Supplier is required to deliver the Product.

2. **Scope:**

These Terms and Conditions (GTC) together with the PO and Suppliers Code of Conduct constitutes an entire agreement and supersedes all prior understandings, agreements and correspondence between the parties, whether written or oral. However, contract, where it exists, between UPL & supplier supersedes GTC in case of any conflict.

3. **PO Acceptance:**

Acceptance of PO will be considered only by mail or in writing to UPL personnel leading the PO. PO shall stand accepted if Supplier does not confirm acceptance within 2 days of receipt of this PO.

4. **Prices:**

Price shall remain firm throughout the execution of PO. Prices are exclusive of applicable taxes, payable by the Supplier. Delay in execution shall amount to a penalty equivalent to incremental costs that UPL shall incur to fulfil the requirement by buying from other sources and other expenses eg air freight etc. Part Delivery of Product will not relieve the Supplier from its PO execution obligations and price validity in case of price increase

5. **Invoices issued by Supplier:** Supplier may issue multiple invoices against a PO but shall not club multiple POs in one invoice.

6. **E-Way Bill-**

In case of procurement from India, supplier to despatch Product with E-way bill or Form 403 (In case of Gujrat), duly filled. Penalty, if applicable, due to non-compliance of the same to be borne by the Supplier. In case of default, all the penalty or associated cost will be borne by Supplier.

7. **Transit Insurance:** In case of Incoterm as Delivered / FOR, Transit Insurance shall be under the scope of Supplier and shall be obtained at its sole cost.

8. **Sub-Contractors:** Sub-contracting of the supply is not allowed.

9. **Drawings, designs & technical specs:** Unless applicable, Supplier to conform to UPL's standards of drawings, designs & technical specifications and submit the same within 7 days of acceptance of PO. Delivery of faulty Product not complying to UPL drawings, designs & specs will be rejected at cost to the supplier.

10. **Examination, Testing and Inspection:**

- a. Supplier shall carry out all tests and examinations specified in PO/ Specification and submit the copy of test reports to the UPL for review. UPL reserves the right to visit the facility and witness such testing and examination. Payment against the Product will always be subject to product quality acceptance by UPL.
- b. UPL can appoint a Third-Party Inspector (TPI), at its cost, to inspect and test the Product and Supplier will coordinate with such TPI for the same. Supplier will dispatch the Product for delivery only after receipt of positive final inspection report from TPI (where such TPI is appointed).

11. **Delivery:**

- a. CDD is the essence of this PO and Supplier will abide by the same.
- b. Onus is on the Supplier for Delivery of Product. Supplier shall bear the risk of loss and damage till the full and final delivery of the Product as per Incoterms but shall be responsible for the quality of the product for its entire shelf life.
- c. UPL reserves its right to return the damaged/ rejected Product at Supplier's cost and shall dispose-off the goods if Supplier does not accept such return within 30 days of intimation. Rejected printed packaging shall either be returned to the supplier in a defaced manner or destroyed by UPL with intimation to the Supplier.
- d. Supplier shall ensure highest quality standards of the Product. This PO is inclusive of packaging cost and any damage resulting due to improper packing of Product or handling (If applicable as per incoterms) during transit shall be borne by Supplier.
- e. Supplier shall prepare separate delivery challans/LR/ airway Bill's/Bill of Lading's for separate POs.
- f. Loading of tanker/ truck strictly as per RTO rules. Overloading not permitted and consequential losses due to such infractions, if any, to be borne by supplier.
- g. Unless otherwise applicable, Product shall be delivered with all applicable documents viz. GST invoice, LR, TREM Card, Material Safety Data Sheet (MSDS), tanker/ truck road worthiness certificate, tanker/ truck driver training certificate, valid driving license of the driver, valid CCOE / approved license from PESO, proper labeling of materials, visible & clear tanker/ truck display panel, PPE etc. Each consignment should carry Certificate of Analysis (COA) and packing list for each material.

12. **Printed PMs**

- a. Supplier shall not disclose any anti-counterfeiting measures implemented by UPL and used on Packaging Material to other party.

- b. Supplier shall alert UPL immediately of any incident where UPL items may have been lost or stolen.

- c. UPL specific items, including printed packaging, must be securely stored and handled to prevent unauthorized use, disclosure or diversion. Tooling, print plates, digital artwork files and other machine parts used to identify products, components or packaging must be securely stored and handled to prevent unauthorized use or diversion.

- d. Samples, rejected product, rejected packaging components, obsolete/redundant printing plates, machines, machine parts or tooling must be disposed completely to prevent unauthorized use or diversion.

13. **Consequential Loss:**

Supplier is liable to bear all consequential losses suffered by UPL due to faulty and/or imperfect Product supplied under this PO.

14. **Intellectual Property Rights:**

Intellectual Property means Patents, trademarks, copyrights, inventions, designs and any rights, including improvements, under the general meaning of Intellectual Property. Except as expressly stated, nothing contained herein shall be construed as granting any right, title or interest in the Intellectual Property rights of the UPL.

15. **Warranty and Indemnity:**

- a. Supplier warrants that the Product shall comply with the specifications agreed between the Parties. In any event, Supplier agrees to rectify any defect, free of charge, for a period of 24 months from the date of final delivery of Product.
- b. UPL reserves the right to appoint a third party if the Supplier fails or refuses to rectify the defect in 3 (three) attempts from UPL's notification, at Supplier's cost.
- c. Supplier indemnifies the UPL against all claims, liabilities, damages and expenses (including attorney's fees) arising out of any proceeding (i) brought either by a third party or the UPL and (ii) any kind of negligence, wilful misconduct and gross negligence of the Supplier.
- d. Supplier further indemnifies the UPL against of any loss, cost or expense as a result of failure or delay of the Supplier in completing the PO.

16. **Confidentiality:**

- a. Supplier will keep confidential all information related to the PO and will not disclose any information to any third party which UPL considers proprietary and confidential, including, but not limited to, information regarding its PO, Plans and strategies, cost and pricing information, data, know-how, designs, drawings, artworks, print plates/ cylinders, specifications, technical information, future projection, business plans, general business operation, engineering data etc.
- b. The drawings, data and technical information furnished by the UPL remains the property of the UPL and Supplier shall not copy, abstract the information and divulge to any third parties. Upon completion of PO, Supplier will return all confidential information to the UPL and certify such return.

17. **Cancellation:**

UPL reserves the right to cancel/ amend the PO at any time prior to acceptance of PO by the Supplier, and in consultation with the supplier post acceptance of PO.

18. **Termination:**

UPL reserves the right terminate the PO, in case of breach of any terms and conditions under the PO. UPL shall be entitled to terminate this PO by giving 30 day written notice, without assigning any reason whatsoever.

19. **Force majeure:**

Force majeure shall mean an event, act of god or acts of failure totally beyond the control of any party like Flood, earth quake, war, riots, civil commotion, act of terrorists or any other natural calamity. Only in the event of such force majeure or other situations that lie beyond the control of the Parties, are irresistible, do not result from their own negligence and prevent the normal performance of the PO, the Parties may agree to modify or temporarily suspend the supplies or services.

20. **Publicity:**

Supplier will not advertise or otherwise disclose that it has entered this agreement/ PO with the UPL. Further, Supplier shall not use UPL's name or trademark in any press release, marketing or advertising materials without UPL's express written consent.

21. **Governing Law and Arbitration:**

This PO shall be governed by and interpreted in accordance with the laws of India and with jurisdiction of Courts at Mumbai. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Mumbai in accordance with the arbitration rules of the Mumbai Centre for International Arbitration (MCIA Rules), which rules are deemed to be incorporated by reference in this clause. Parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance and with the expedited procedure set out in Rule 12.3 of the MCIA Rules. The seat of Arbitration shall be Mumbai. The Tribunal shall consist of one Arbitrator and language of arbitration shall be English.