

TERMS & CONDITIONS

Conditions stated in the Joint Agreement for Advertisement

1. PARTIES: "Vendor" as used herein means the addressee of the Purchase Order ("Purchase Order"). "HMIPL" as used herein means Hollister Medical India Private Limited. "Goods" means the goods 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 the writing or when a part of the supply is made to HMIPL against the Purchase Order prior to receipt of VENDOR's acceptance in writing.
3. QUANTITY: Goods in excess of the ordered quantity may, at the option to HMIPL, be returned at the VENDOR's expense. 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 HMIPL.
4. QUANTITY, FITNESS: The VENDOR guarantees that all goods supplied to HMIPL pursuant to this Purchase Order shall conform to specifications, samples or other descriptions furnished or adopted by HMIPL and shall be new, of first class quality, fit and serviceable for the purpose intended, merchantable and free from defect. All Goods shall be subjected to HMIPL inspection before acceptance ("HMIPL Inspection"). However HMIPL inspection shall not relieve or discharge the VENDOR, in any manner, of its obligations, guarantees and warranties hereunder.
5. REJECTION: Provided always HMIPL reserves the right to reject all such Goods, which fail to conform to the standards prescribed and required by HMIPL by reason of any defect causing such not being apparent during HMIPL inspection and contrary to the provisions of Clause 4 above. The decision of HMIPL in this 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 expenses replace as such rejected goods within 15 days of the receipt of notice of HMIPL. Further VENDOR shall refund to HMIPL within 15 days of HMIPL's notice all payments received for the defective Goods and replaced. Approval of any sample, acceptance of deliveries of 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 is 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.
6. INVOICING: VENDOR's invoice shall contain the reference and details of the Purchase Order, description of goods as per Purchase Order quantity supplied and the VENDOR's delivery challan should be sent with the shipment. The first and second copies of the VENDOR's invoice shall be sent by VENDOR separately as per instructions contained in this Purchase Order. Credit period shall be reckoned from the date of the receipt of the goods or from the date of receipt of VENDOR's invoice whichever is later.
7. PACKING: VENDOR shall protect securely and pack the Goods in accordance with 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 HMIPL in writing.
8. DELIVERY: Time of delivery is the essence of this Purchase Order. Delivery 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 to at VENDOR's cost and risk and HMIPL may at its option and without limitations of any of its other rights, cancel all or any incomplete part of this Purchase Order. The title in Goods shall pass on to HMIPL 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.
9. CANCELLATION: HMIPL reserves the right to cancel this Purchase Order within 15 days of the acceptance hereof by the VENDOR, without being liable in any manner whatsoever. Provided, however, HMIPL reserves the right to terminate of this Purchase Order in the event of VENDOR's insolvency, bankruptcy, obvious intension 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, HMIPL without being liable in any manner whatsoever.

10. INDEMNIFICATION: The VENDOR shall indemnify and keep indemnified HMIPL and any or all employees, agents and successors against any loss, liability, damages and expenses resulting from any third claim made or action against 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 HMIPL indemnified including HMIPL's employee, agents and successors against all costs, liabilities, claim and proceedings arising out of breach by the VENDOR's or any of its obligations.
11. CONFIDENTIALITY: The specifications, drawings, samples or other description, if any, furnished by HMIPL to the VENDOR in respect of the Goods shall be kept in strict confidence by the VENDOR. The VENDOR will not disclose it to any third person except with the written permission of HMIPL and shall use these only for purpose of supplying the goods to HMIPL.
12. DISCLOSURES & WAIVRE: The VENDOR agrees and admits that all disclosures made to HMIPL, HMIPL concerning Goods, merchandise, material, work or services ordered herein can be used by HMIPL to obtain the goods or services from any other supplier.
13. JURISDICTION: Any dispute arising out of this contact shall lie within the jurisdiction of the courts at New Delhi.
14. 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 the occurrence of the force majeure conditions. Force majeure for the purpose of this Purchase Order shall mean riot, workers strike, war, act of God.
15. VENDOR shall not assign to any third party in any manner its rights and obligations under the Purchase Order.
16. ETHICAL BUSINESS PRACTICES, SOCIAL RESPONSIBILITY AND SUSTAINABILITY: Hollister expects its business partners, including Seller, to act with integrity and in accordance with applicable law and ethical standards. In particular, Seller shall comply with the legal and regulatory requirements of the country(ies) in which Seller operates, as well as with any applicable U.S. laws and regulations, including but not limited to: anti-kickback laws; anticorruption and antibribery laws (including the UK Bribery Act and the U.S. Foreign Corrupt Practices Act); fair competition and antitrust laws; international trade requirements; and import and export laws and sanctions. Seller shall comply with all applicable laws and regulations regarding labor rights, employment practices and working hours and conditions, including but not limited to laws and regulations related to human slavery or trafficking; child labor; wages and benefits; and health and safety. Additionally, Seller shall operate in an environmentally responsible and efficient manner to minimize the adverse impact of Seller's operations on the environment. At a minimum, Seller shall comply with all applicable environmental laws and regulations and shall strive to reduce or eliminate waste and conserve natural resources in Seller's operations.
17. NO DUE CERTIFICATE: The VENDOR will furnish a No Due Certificate to HMIPL within 14 days of the final invoice payment against a Purchase Order, failing which it will be considered that no due is payable by HMIPL.

Interest at the prevailing Bank rates on overdrafts will be charged from VENDOR for the advances held beyond the delivery dates