



General Terms and Conditions of Purchase

“Purchase Order” means an order for the Products which is placed by THEMIS

“Products” means the goods or services stated on the Purchase Order.

“Supplier” means the company or persons who have been engaged to provide the Products and Services to THEMIS

1. Agreement

These Terms and Conditions apply where a Supplier has accepted a Purchase Order placed by THEMIS either electronically or otherwise. The Purchase Order and these Terms and Conditions together constitute the entire agreement between the parties (“Agreement”). This Agreement will prevail over any subsequent document or documents issued by the Supplier.

2. Variations

No variation to these Terms and Conditions, or waiver of them is valid or effective unless the Supplier negotiates, and enters a formal variation agreement or waiver in writing with THEMIS.

3. Payment Terms

THEMIS operates a monthly payment system. Therefore unless otherwise agreed the Supplier will be paid as mutually agreed by the parties on following monthly statement date and upon receipt of a correctly rendered invoice. The price payable by THEMIS will be the price stated on Purchase order provided to the Supplier.

4. Title in Products

Title & risk in the Products shall pass on delivery to the THEMIS site stated on the Purchase Order.

5. Purchase Orders & discrepancies

The Supplier is deemed to have accepted a Purchase Order if the Supplier does not reject the Purchase Order within One Working Day of receiving it. Unless the Purchase Order states otherwise, the price for the Products includes all costs including without limitation delivery, all taxes imposed on the Supplier and all importation costs. THEMIS will only pay Invoice where a valid THEMIS purchase order number and invoice is supplied. If there is a discrepancy in the Purchase Order value and the Supplier’s invoice value Following options will be followed:

- A) Amendment of Purchase Order.
- B) Payment as per Purchase Order Prices (Valid and agreed).
- C) Rejection of Invoices.

If this is not done then payment may be withheld or rejected for the Purchase Order amount.

6. Labeling/Packaging

Each packing slip, delivery note, package and invoice must be marked clearly with the order number set out in the packing slip. This shall be quoted in all relevant enquiries and documents.

7. Delivery

- a) The Supplier must deliver the Products to the delivery address specified by THEMIS. Delivery of the Products must be made in accordance with the delivery quantity and date information stipulated on the Purchase Order.
- b) The Supplier must inform THEMIS if they are unable to deliver on the due date. THEMIS reserves the right to cancel the Purchase Order or reschedule the delivery date or arrange expedited delivery by alternative means and at the Supplier’s cost.
- c) The Supplier must comply with THEMIS’s Ordering, Transport and Packaging Instructions.
- d) THEMIS may change the delivery date and/or delivery schedules at any time.

Themis Medicare Limited

Corporate Office:11/12,Udyog Nagar, S.V.Road, Goregoan(West), Mumbai-400 104, India

Tel.:91-22-6760 7080 Fax:91-22-6760 7070/2874 6621

Regd. Office: Plot No. 69-A,G.I.D.C. Industrial Estate, Vapi - 396 195, Gujarat.

CIN No.:L24110GJ1969LC001590 Tel/Fax No.: Regd. Off.: 0260 2431447/2430219

E-mail:themis@themismedicare.com Website : www.themismedicare.com



8. Price

The price will be the price stated on the quote received / Negotiated with the Supplier and as stated in the purchase order.

9. Defective Products

Without limiting any other rights or remedies which may be available to THEMIS, THEMIS may require the Supplier to either repair or replace Products in a defective condition or which fail to comply with the warranties in clause 16 at no cost to THEMIS. The Supplier will pay all costs for storing, handling and returning any Products rejected by THEMIS.

10. Right of Inspection

a) Prior to Delivery THEMIS shall have the right to inspect the products at SUPPLIER's facility prior to their delivery. Should any inspection or test by THEMIS indicate a failure to meet the Specifications, THEMIS may reject such products. SUPPLIER shall not deliver such rejected products and THEMIS shall not have to pay for same.

b) Upon Delivery within a reasonable time after delivery of the products, Notwithstanding any inspection pursuant to Section 10(a) hereof, THEMIS shall have the right to inspect the products to determine their conformity with the Specifications. If all or any part of the products are found to be non-conforming, THEMIS may reject all or any part of the products, whereupon such rejected products promptly shall be removed by THEMIS at SUPPLIER's cost and the purchase price with respect to such rejected Products either shall be refunded to THEMIS if already paid or shall be reduced if still Owing. In either case, if THEMIS so directs in writing, SUPPLIER shall promptly replace such Non-conforming products with products conforming to the Specifications. SUPPLIER Shall bear all direct and incidental costs of rejection and removal.

11. New Products

All Products must be new and unused unless otherwise stipulated on the Purchase Order. The Products must be free of all encumbrances.

12. Force Majeure

In the event that either party is incapable of performing its obligations to the other due to a force majeure event (including without limitation Acts of God), that party shall immediately give notice to the other and must do everything reasonably possible to resume performance without delay. Upon giving of such notice, the obligations of the parties to perform under this Agreement are suspended and the party receiving such notice is entitled to terminate this Agreement and any the Purchase Order with notice to the other party.

13. Intellectual Property

The Supplier warrants that the use of the Products by THEMIS will not infringe on other persons intellectual property rights.

14. Indemnity

The Supplier indemnifies THEMIS and keeps THEMIS indemnified, against all losses, damages, liability, claims or costs, arising directly or indirectly out of or in connection with (1) any infringement or alleged infringement by the Products of a third party's intellectual property rights (2) any breach by the Supplier of this Agreement, (3) breach of warranty, (4) the provision of Products or (5) any negligent act or omission of the Supplier, its employees, agents or contractors. A loss to THEMIS includes all costs, expenses, liability, claims, demands and proceedings.

15. Confidentiality

Any confidential information (including without limitation sales and marketing information and business strategies) disclosed by THEMIS to the Supplier must be kept confidential by the Supplier. SUPPLIER shall not reveal to any third person that THEMIS has purchased or contracted to purchase or receive the products or services ordered or advertise that it is a supplier to THEMIS. SUPPLIER agrees to keep THEMIS's confidential information confidential and not to disclose or use it except to perform hereunder. Unless otherwise agreed, all final prints and drawings shall become the confidential property of THEMIS and SUPPLIER hereby assigns to THEMIS all rights thereto .

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16. Product warranties

the Supplier warrants that the Products are free from contamination, have been tested and comply with all legislation, standards, codes, regulations and other requirements in India , conform with the Product description and any samples and specifications, fit for purpose, newly manufactured and free from defects in workmanship and materials.

a) The Supplier further warranty that any Products with an expiry date are delivered to THEMIS within the first quarter of the recommended shelf life (that is, the period from manufacture to the “best before” or “use by” date).

17. Alternative Products

Under no circumstances is the Supplier to supply an alternative product or product component without THEMIS's prior written consent. Any alternative product or product component must be submitted to THEMIS for examination prior to supply.

18. Credit Notes

must be presented by the Supplier bearing the same address and layout details as an invoice. Credit notes must be issued and received by THEMIS within the same month as the relating invoice.

19. Privacy

The Supplier must observe all applicable privacy laws in performance of its obligations under this Agreement.

20. No sub-contracting

The Supplier shall not sub-contract or otherwise arrange for another person to perform any part of this Agreement without the prior written consent of THEMIS (such consent not to be unreasonably withheld).

21. Variations

Any variations to this Agreement must be agreed between parties through the Supplier Agreement Variation Form.

22. Governing Law

The rights and obligations of the parties pursuant to this purchase order are governed by, and shall be construed in accordance with the laws of India. You hereby irrevocably submit to the exclusive jurisdiction of the court of Mumbai for any dispute arising under or relating to this purchase order.

Any party intending to quote and or supply the goods or services to Themis are requested to go through the Terms and Conditions governing the supply of goods and service as appearing in the website of the company by clicking on the given link i.e www.themismedicare.com. The Terms and Conditions are to be strictly followed by the parties.

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