

SERVICE ORDER TERMS AND CONDITIONS

All services to Syngene shall be governed exclusively by the following terms & conditions and no deviation from these conditions, except those expressly accepted in writing, shall be binding on you.

1. **ACCEPTANCE OF ORDER:** These terms and conditions governed in this Service order ("order"). Please accept the order in writing within two (2) working days from receipt of this order, failing which it will be deemed as this order has been accepted by you. Performance of the order in part or full shall constitute acceptance of the order. The terms and conditions of this order shall constitute the complete and exclusive understanding between the Parties and overrides any other terms contained in any other documents issued by the Service provider. Please quote this order number as reference in all documents and the correspondence pertaining to this order.
 2. **TAXES:** For all domestic services, Taxes are applicable as per the government Rules and Regulations from time to time, which includes applicable Goods and Service tax (GST) and similar taxes, ad valorem, value added, consumption taxes imposed by any government authority for the providing the service must paid by the service provider and for which Service provider is required by law to collect from Syngene. Service provider shall not collect or remit and Syngene not be liable for, any such taxes if Syngene has provided Service provider with a tax exemption certificate.
 - 2.1 This transaction value to be filed by the vendor through on-line as per prevailing GST norms from time to time. This is only applicable for domestic service providers.
 - 2.2 Applicable GST structure to be followed as per the norms stipulated by Government of India for Special Economic Zone (SEZ) , Input Service Distribution (ISD), Export Oriented Unit (EOU) and Domestic Tariff Area (DTA) unit services as prevailing on the day of invoicing. This is only applicable for domestic service providers.
 - 2.3 Service provider has to execute Letter of Undertaking (LUT)/Bond as per GST regulations as applicable from time to time for SEZ unit services. Since SEZ units are considered as foreign territory, Integrated Goods and service tax (IGST) to be at Zero rated.
 - 2.4 Services to EOU/DTA/ISD units, State Goods and Service Tax (SGST) & Central Goods and Service tax (CGST) are applicable for intra state services and IGST is applicable for interstate services in India.
 - 2.5 For import service providers, Tax deduction at Source (TDS) and service tax are as applicable.
 3. **SERVICE DELIVERY:** If Service provider is not delivered the service as per the delivery schedule stipulated in this order, without notice and without prejudice to other legal rights, Syngene may cancel this order wholly or in part and avail the service from third party vendors at your cost. In the event of deliverables are delayed beyond agreed timelines, Service provider shall liable to pay the damages of one percent (1%) of the order price for every week of continuing delay, subject to a maximum of ten percent (10%).
 4. **PRICE:** Shall be invoiced exactly as per this order with agreed ordered currency. Unit rates in the order shall remain unchanged irrespective of the changes in currency value due to market fluctuations.
 5. **INVOICING:** Need to raise a detailed invoice within thirty (30) working days from the date of completion of each milestone as specified in the order. Kindly ensure to capture our complete address in full as mentioned in the order. For domestic vendor, invoices shall contain Invoice number, date and GSTIN that will enable Syngene to obtain appropriate credit for any taxes charged. Any terms and
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conditions in the invoice which are conflicting with the terms of the order shall be void. For overseas services, service provider need to provide Service tax registration number and Tax Residence certificate along with Invoice. Please prepare two copies of invoice exactly matching to the order. Also provide other related documents / certificates as applicable to this service. Service Accounting Code (SAC) for services to be mentioned in the invoice compulsorily as mentioned in this order.

6. **PAYMENT:** Syngene will make the payment as per the terms agreed in the order after receipt of work completion certificate from the respective end user / Engineering & Maintenance as applicable along with the invoice. If the service is not provided in accordance with the order, the corresponding payments shall not be effected until the discrepancies are rectified.
7. **CONFIDENTIALITY:** Service provider hereby undertakes to treat as confidential all information obtained from Syngene or communicated to service provider pursuant to this order (or through discussions or negotiations prior to the order being placed) or acquired in the performance of the order, and will not divulge such information to any person (except to its own employees on need to know basis) and will use such information solely in connection with performing its obligations under this order. Without prejudice to any other legal and equitable remedies, including damages, Syngene shall have the right to seek injunctive relief and/or specific performance for breach of confidentiality.
8. **INTELLECTUAL PROPERTY:** All services provided by the service provider pursuant to the order shall, at all times, be and remain the sole and exclusive property of Syngene. Service provider hereby grants to Syngene a non-exclusive, perpetual, fully paid up license to use all intellectual property rights in the service which enables routine operation, maintenance and repair of the service, including any controlling software, with a right to transfer the license to a new owner of the service. Service provider warrants that the service provided here under, does not infringe any third party intellectual property rights.
9. **RECTIFICATION OF DEFECTS:** Service provider shall mutually agree period from installation or commissioning, repair or replace any defective service not conforming to the foregoing warranty, without additional cost to Syngene. In the event Service provider delays or defaults in repairing or replacing or reworking defective service beyond the agreed period as aforesaid, Service provider shall be liable to pay damages of one percent (1%) of the Price of the service for every week of continuing delay or default, subject to a maximum of ten percent (10%). Notwithstanding the above if the delay to repair or rework or replace the defective service exceeds five (5) working days, without prejudice to Syngene's rights to recover damages under law, Syngene shall be entitled to appoint a third party to undertake such repair or replacement, and all actual costs incurred by Syngene shall be reimbursed by Service provider. If the Service provider informs Syngene within the said period of five (5) working days that the defects in service are incapable of rectification to meet the agreed specifications, Service provider will be liable to pay to Syngene liquidated damages of 200% of the order value or pay to Syngene the actual costs incurred by Syngene, including the differential price arising out of procuring the service from a third party, whichever is lesser. If Service provider repairs or replaces the defective service as permitted by Syngene, the service so repaired or replaced shall also be subject to the foregoing obligations of warranty throughout the warranty period.
10. **INDEMNITY:** Service provider shall indemnify Syngene and its representatives from and against all claims, losses and demands (including attorneys' fees) arising in whole or in part, due to Service provider's or its subcontractors', or agents' (a) negligence, breach or default in the performance of the order; or (b) any defects in the service provided; or (c) any infringement of third party intellectual rights

arising from the service; or (d) any damages to person or property of Syngene or any other party or public caused due to negligence in packaging, handling, installing or commissioning the service.

11. **FORCE MAJEURE:** Both parties shall not be liable for delay in the performance of their obligations under this order arising due to causes beyond their control, provided, the same is notified in writing to the other party within five (5) days from the date of its occurrence. The parties may agree on revised completion dates. If the force majeure situation continues for more than ninety (90) days, unless agreed otherwise, either party may cancel this order without any liability. Failure of subcontractors and inability to obtain labor shall not be considered as a force majeure delay. If the delivery, installation or commissioning (as the case may be) of service are only partially restricted or delayed, Service provider shall use its best efforts to accommodate the requirements of Syngene, including giving preference and priority over other customers.
12. **ORDER CHANGES:** Syngene reserves the right to make changes in the order as an amendment to the original order. Service provider shall intimate to Syngene within twenty-four (24) hours if any implications on time and cost on the account of the order amendment.
13. **INSPECTION / TESTING / REJECTION:** Payment by Syngene for service delivered shall not constitute acceptance. Syngene retains the right to inspect the service and to reject part or whole of the service provided which are not compliant with the order for a period of three (3) months or such other extended period as mutually agreed, after the date of installation and/or commissioning (as applicable).
14. **SYNGENE MATERIAL:** Any material or parts furnished by Syngene intended for use by Service provider in execution of Service provider's obligations are held by Service provider as bailee. All such materials or parts not used by Service provider in connection with this Order shall be returned to Syngene at Service provider's expense, failing which Service provider shall reimburse Syngene for such materials or parts. All such materials or parts will be kept insured by Service provider at Service provider's expense in an amount equal to the value of such materials.
15. **ASSIGNMENTS / SETOFFS / SUBCONTRACTING:** Service provider shall not assign, subcontract or transfer this order without Syngene prior written approval. All money due to the Service provider or its sub-contractor out of this or any other order shall be subject to setoff or counter claim by Syngene against payments due as per this order.
16. **ON-SITE ACTIVITIES IN RELATION TO THE SERVICE:** Service provider agrees to employ skilled, competent personnel and ensure continuity in employment of such personnel to perform its obligations under the order. Upon Syngene request, Service provider will immediately remove and replace any personnel. Service provider personnel shall at all times conduct themselves in full compliance with Syngene site, safety and security regulations and immediately report to Syngene for any incidents. In the event of damage to person or property of Syngene or other Service providers caused by Service provider personnel, Syngene reserves the right to recover complete cost of the replacement/repairs of such damages from Service provider. In the event of theft of any material by Service provider's personnel, without prejudice to other legal remedies, Syngene shall impose penalty of Rupees Fifty Thousand (Rs. 50,000/-) as minimum per event of theft plus cost of such material.

17. COMPLIANCE WITH LAWS:

- 17.1 Service provider warrants that the service delivered, installed and/or commissioned, as the case may be, under this order shall comply with all applicable laws and Syngene policies in force. Service provider shall obtain and maintain valid throughout the term all licenses, registrations, permissions, approvals and consents, for performing its obligations under the order.
- 17.2 Service provider shall provide all documentation required for the qualification of service and its usage as required by regulatory agencies, including design, installation, Calibration, Validation Certificates, and performance qualification as governed by international regulatory guidelines.
- 17.3 Service provider shall be liable for all third party damages, public health, safety and environmental issues arising out of accidents, spillage, and pollution in relation to the service. Service provider shall maintain all necessary insurance coverage, including without limitation public liability, employer's liability, occupational disease, commercial general liability (per occurrence for bodily injury and per occurrence for property damage) and Workmen's Compensation and shall provide to Syngene with necessary certificates and documents as evidence of valid insurance coverage

18. CONSTRUCTION OF CONTRACT:

- 18.1 This order shall be governed by the laws of India and the parties submit to the exclusive jurisdiction of the Courts of Bangalore, India, without reference to conflict of law provisions.
- 18.2 Notices hereunder shall be in writing addressed to the parties as stated in this Order, or to their last known addresses, and shall be effective on delivery of service
- 18.3 Syngene remedies shall be cumulative and shall include any remedies allowed by law. Waiver of any remedies by Syngene shall not constitute waiver of any other remedy or any other provision in this order.
- 18.4 If any provision of the order is determined invalid, unlawful or unenforceable to any extent such provision shall be severed from the body of the order and the remainder thereof shall continue to be valid and enforceable to the fullest extent permitted by law.
- 18.5 All Service shall be rendered by the Service Provider as an independent contractor and the persons rendering such Service shall not be considered employees of Syngene.