

WORK ORDER

| Supplier Name & Address: Claritus Management Consulting Private Limited. A-27C, A Block, Sector 16, Noida, Uttar Pradesh 201301 | | Order No. WO-055/2024-25 | | Order Date: 19.07.2024 | | |
|---|--|---|-------|-------------------------------|-------|---------------|
| | | Supplier Ref: CMCPL/2024/18072024 | | Ref. Date: 18.07.2024 | | |
| | | Terms of Payment: 30 days | | Terms of Delivery: 07 days | | |
| Bill to: BIONEEDS INDIA PRIVATE LIMITED Devarahosahally, Sompura Hobli, Nelamangala Taluk, Bangalore Rural - 562111 | | Ship to: BIONEEDS INDIA PRIVATE LIMITED Devarahosahally, Sompura Hobli, Nelamangala Taluk, Bangalore Rural - 562111 | | | | |
| Sl. No. | Description | Qty | Price | Unit | Disc. | Amount (₹) |
| 1. | Microsoft 365 Business standard + Migration services CSP-Annual prorata IGST extra | 30 | 7100 | Nos | | 213000 |
| Total | | | | | | 213000 |
| <p>In Words: Rupees Two Lakh Thirteen Thousand Only</p> <p>Terms & Conditions:</p> <ol style="list-style-type: none"> Supplier shall be deemed to have received the Purchase Order within two days from dispatch of Purchase Order by ordinary post or immediately when purchase order is sent through email. The receipt of Purchase Order by the Supplier shall be deemed as acceptance of the price and the Terms by the Supplier. No modifications or alterations hereof shall be permissible without the specific written consent of Bionees. Goods supplied by Supplier shall be as per the quality, quantity and specifications mentioned in this Purchase Order. Goods shall be accompanied by the relevant analytical report, method of analysis followed by the Supplier and safety data for the Goods, if applicable. The Goods shall have a minimum shelf life or as mentioned in this Purchase Order, at the time of dispatch. If the Goods does not comply with specifications and shelf life, Bionees reserves the right to reject and return the Goods immediately, at the cost and risk of the Supplier. Price accepted by Bionees and mentioned in this Purchase Order shall be final. There shall be no modification to Price without written approval of Bionees. The Price shall include delivery charges, charges for all containers and packing cases unless expressly agreed in this PO. | | | | | | |

4. The Goods shall be delivered, at the delivery location specified in PO and as per the delivery terms mentioned in this Purchase Order. All deliveries of Goods shall be accompanied by relative GST invoice and freight bill, if applicable. Goods will be accepted by Bionees between 9:00 hours to 17:00 hours on working days at the delivery point indicated in the Purchase Order. Risk of the goods will be with supplier until the goods are delivered at the location mentioned in purchase order.
5. Goods shall be delivered within the delivery timeline mentioned in this Purchase Order. In the event of delay in delivery of Goods beyond the Delivery timeline, Bionees, at its discretion may immediately cancel/ terminate the Order by written/oral notice and/or may levy liquidated damages as reasonable compensation, for each day delay on account of the inability of the Supplier to deliver the Goods as per the Delivery timeline.
6. Documents like GST/Tax invoice, Delivery challan (in case goods are being dispatched in parts), E-way bill (as per GST law), packing details having batch number, quantity, weight, manufacturing date and expiry, certificate of analysis, material safety data (wherever applicable) and any other details as required by Bionees.
7. The Goods received by Bionees shall be subject to inspection and approval at the Delivery Location. If the Goods do not comply with Specifications, and shelf life, Bionees reserves its right to reject and return at cost/risk of the Supplier. The decision of Bionees with respect to approval and/or rejection shall be final and binding on the Supplier.

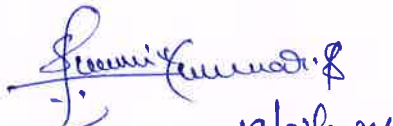
All the Suppliers are required to share the signed invoices with the Company within seven working days, to enable the Company to take applicable credit under the provisions of GST. The suppliers must ensure that wherever the suppliers are covered under e-invoicing provision, such suppliers must furnish e-invoice with IRN and QR code. Other suppliers must furnish signed invoice.

Bionees reserves the right to debit vendors account for GST credit not passed within timelines stipulated by GST laws and vendor shall be liable for adjustment to outstanding balance/refund of the same to Bionees. In case of failure on this part results in loss of GST input tax credit to Bionees, the suppliers will be liable to compensate Bionees such loss along with interest thereon.

8. Unless otherwise expressly provided in the Purchase Order, it is the responsibility of the vendor to ship the goods under the cover of insurance.
9. Supplier for itself and on behalf of its employees, directors, representatives hereby irrevocably agrees to indemnify, defend and hold harmless Bionees and third-Parties (including each of their respective officers, directors, and employees) from and against all costs, expenses, claims, judgments, penalties, liabilities, fees, losses and damages (including reasonable attorney's fees and court expenses) (Claims) based upon any claim, suit or action arising out of from or by reason of any breach or of: (i) breach of obligations, representations, warranties or covenants herein in this Purchase Order; (ii) any defect whether latent or otherwise in the Goods attributable to manufacturing or any non-conformance of Specification by Supplier or (iii) any claims arising due to non-conformance of Specifications or manufacturing defect by Supplier; (iv) sickness, disease, death or bodily injury to person during to performance of obligation under this Purchase Order by Supplier; (v) loss of or physical damage to property of any person during performance of its obligations under the Purchase Order by Supplier; or (vi) any third Party claim

challenging the intellectual property rights or any other claims arising out of the acts and omissions by the Supplier.

10. Bionees total liability to supplier for all claims or suits of any kind, whether based upon contract, tort (including negligence), warranty, strict liability, or otherwise, for any losses, damages, costs, or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach of this Purchase Order shall, under no circumstances, exceed the price set forth on the face of this Purchase Order.
11. All the technical, business or any other Information shared with vendor for the purpose of this transaction is deemed to be highly confidential. Supplier agrees not to disclose any Bionees Information to any third party without the prior express written consent of Bionees.
12. All the disputes or differences whatsoever arising between the Parties as to the operation of the Purchase Order and its terms and conditions shall be settled by arbitration conducted under the Arbitration and Conciliation Act, 1996 along with its subsequent amendments. The Arbitrator's decision shall be final and binding on both the Parties. The proceedings of the Arbitration shall be in English, and the venue of arbitration shall be in Bengaluru, Karnataka. The Courts of Bengaluru shall have jurisdiction.
13. No modification or amendment of this Purchase Order and no waiver of any of the Terms shall be valid or binding unless made in writing and duly executed by the Parties.
14. Bionees reserves the right to cancel this Purchase Order for any reasons beyond its control. In case the Supplier has started to manufacture the Goods as per the terms of this Purchase Order, the Parties shall perform a joint inspection to determine the amount spent by supplier and as per the mutual discussion Bionees may, at its discretion, decide to either lift the material or reimburse the amount spent by Supplier.


Prepared By 19/02/2024


Authorized Signatory 19/02/2024

