

GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER

These General Terms and Conditions shall apply to all Purchase Orders ("PO") involving the purchase by India Medtronic Pvt. Ltd. ("Buyer") of any goods or services provided by the Seller identified on the first page of this PO ("Seller"). This PO shall be read in conjunction with any agreement, if any, that the Buyer and Seller have executed for the transactions contemplated under the PO.

1. **ACCEPTANCE:** Acknowledgement of this PO, including without limitation, by beginning performance of the work under this PO or failure to raise any issues with this PO within 48 hours of receipt, shall be deemed acceptance of this PO. Should Seller neglect to acknowledge the PO, the PO shall be deemed to constitute Seller's unconditional and irrevocable acceptance of all the terms and conditions hereof. Any different terms or conditions proposed by Seller shall be null and void whatsoever unless the same shall have been agreed to by the Buyer in writing and signed by a duly authorized representative of each party.
2. **CHANGES TO QUANTITY OR SCOPE** (a) This PO will prevail over any previous and subsequent document/ email or any communication issued by the Seller unless any alternative/ additional terms are: i) part of a written agreement duly executed between the parties and by which the parties have expressly agreed to override these terms in the event of a conflict; or ii) set forth on the first page of this PO; (b) The quantity of goods delivered or the scope of services provided by Seller pursuant to this PO shall not exceed nor be less than the quantity of goods or scope of service specified on the first page of the PO without Buyer's prior written permission; (c) Buyer shall have the right to make changes to this PO but no additional charges shall accrue and no alteration to the delivery schedule shall arise as a result of such changes unless specifically agreed to by Buyer.
3. **PRICE:** The price mentioned in the first page shall be the maximum price payable hereunder. If GST and any other applicable taxes is payable in relation to a taxable supply, the amount payable for that taxable supply will be the amount specified in this PO plus such applicable taxes.
4. **DELIVERY:** (a) Time shall be of the essence in performance of services and delivery of goods. (b) Seller shall deliver the goods and services on the date(s) and at the point(s) of delivery stipulated on the first page of this PO or as otherwise agreed upon in writing by the Parties, failing which the Buyer shall have the right to terminate or cancel this PO. In such eventuality, Seller will have to fully compensate Buyer for any costs, losses or expenses which are attributable due to the Seller's non-performance of its obligations within the delivery schedule and timeline. Without prejudice to the above, Buyer retains the right to claim damages for breach of this PO. (c) Goods shall be properly packed and shall comply with all statutory guidelines for transportation and packaging. In case of any damage during transportation or storage by Buyer, the damage shall be compensated by Seller to Buyer.
5. **WARRANTIES:** Seller expressly warrants (a) all goods and services provided under this PO shall conform with the description referred to in this PO, fit in all respects for the purpose intended, free from defects in labor, material and manufacture, new and not second hand (unless agreed), free from liens, charges and encumbrances and does not infringe third party intellectual property rights. Services will be performed with the highest degree of skill, care and judgment exercised by recognized professionals performing the same or similar services. (b) All warranties shall be applicable to Buyer, its successors, assigns, and customers and to the users of its goods and service (c) These warranties are in addition to all other warranties, express, implied or statutory; (d) has the requisite license to perform the obligations under the PO and shall keep such license valid at all times.
6. **TITLE, RISK OF LOSS AND REPAIR/ REPLACEMENT:** (a) Title to and risk in the goods shall pass free from all liens, charges and encumbrances to Buyer in compliance with the delivery terms specified on the first page of PO (b) if any of the goods or services are found at any time to be defective in design, materials or workmanship or otherwise to be not in conformity with the requirements of this PO, Buyer at its option may: (i) reject all or portion of such goods and services at Seller's cost and expenses; (ii) require the Seller to replace the rejected goods and/or re-perform the services to conform with this PO. The foregoing is in addition to any other rights or remedies available to Buyer at law or in equity. Payment of invoice does not constitute acceptance of the goods supplied, or services provided by Seller.
7. **PAYMENT:** (a) Unless specified otherwise on the first page PO, Buyer shall pay all undisputed invoiced amounts within 90 days after Buyer's receipt of such invoice. Seller shall mention the correct PO number and respective PO details on each invoice submitted to Buyer, in absence of which Buyer has the right to reject such incorrect or improper invoice without any prior notification to Seller. If there is a payment delay happened due to rejection of incorrect or improper invoice, Buyer shall not be liable to pay any late payment charges/interest on delayed payment. (b) Seller shall send the invoices directly to India Medtronic-Central payment team at following address: Central Accounts Payable, India Medtronic Pvt Ltd., Account Payable Department 203-204, Vraj Complex, Alembic-Gorwa Road, Opp. Amar Motors, Vadodara, Gujarat – 390016; (c) Without prejudice to any other right or remedy the Buyer may have, Buyer reserves the right to set off at any time any amount owing to it by the Seller against any amount payable by Buyer to Seller.
8. **INDEMNITY:** Seller agrees to hold harmless and indemnify Buyer and/or its affiliates, successors and assigns and their respective directors, officers, shareholders, employees, agents, customers (collectively, "Indemnitees") from any and all claims, liabilities, losses, damages, costs and expenses of any nature including, but not limited to, (a) any claim resulting from any actual or alleged defect in the goods and/or deficiency in services supplied herein, (b) Seller's breach of the PO, (b) breach of intellectual property any other proprietary right of any third party.
9. **INTELLECTUAL PROPERTY:** All records, software, files, data, reports, work product, and other information provided, developed by the Buyer pursuant to this PO ("Work Product") is the property of Buyer and constitutes 'works made for hire' under applicable law. Seller assigns all intellectual property rights in the Work Product to Buyer and agrees to complete any documents requested by Buyer to perfect its ownership in the Work Product. In case of third party claim Buyer shall be notified promptly in writing and Seller shall pay all damages and costs awarded therein against Buyer, its successors or assigns. If any product, or any part thereof, is held to constitute an infringement and the use of said goods or any part is enjoined, Seller shall, at its own expense, either procure for Buyer, its successors or assigns, the right to continue using said product or part or replace the same with non-infringing product satisfactory to Buyer, or modify the product so it becomes non-infringing.
10. **CONFIDENTIALITY:** The Seller must keep confidential all information acquired from Buyer in relation to this PO. The confidential information will only be disclosed to Seller's employees, agents or consultants on a need to know basis and who are under a written obligation to keep the information confidential. Seller will not disclose the confidential information to any third parties. Seller will use the same degree of care that it uses with regard to its own confidential information to protect the Buyer's confidential information.
11. **TERMINATION:** Buyer may at any time terminate this PO, in whole or in part, without cause, upon 7 days prior notice to Seller. Upon receipt of such notice, Seller shall, to the extent specified by Buyer, stop all work related this PO, and cause its suppliers and subcontractors to stop work. The liability of Buyer shall be limited to goods procured and services rendered only upto the date of termination notice. If Seller: (i) fails to make delivery of or supply the goods, or perform the services within the time specified herein; (ii) fails to replace or repair defective goods or deficiency in services; (iii) ceases to conduct its operations in the normal course of business (including inability to meet its obligations) or ; or (iv) if any proceeding under any bankruptcy laws is brought against Seller or a receiver over the Seller's assets is appointed or applied for, or an assignment for the benefit or creditors is made by Seller, or (v) in the event of fraud or violation of Medtronic code of ethics, Buyer may immediately terminate this PO, in whole or in part, without liability, except for goods procured and services rendered only upto the date of such notice. Seller will have no further payment obligation including loss of business etc. in connection with any termination.
12. **LIMITATION OF BUYER'S LIABILITY:** In no event shall Buyer be responsible to Seller for any consequential damages including, but not limited to, Seller's loss of actual or anticipated profits arising out of, or resulting from, this PO or from the performance, suspension, termination or breach hereof.
13. **COMPLIANCE WITH LAWS:** Seller shall comply with all laws applicable to the performance of Seller's obligations under this PO, including without limitation compliance with U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010 and all applicable laws relating to anti-corruption, export control, customs, trade compliance and privacy.
14. **GENERAL:** (a) Failure by the Buyer to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions nor of his right to enforce his remedies. (b) If any term contained in this PO is determined to be invalid, illegal or unenforceable in any respect, in whole or in part, such term will be severed from this PO, and the remaining terms contained herein will continue in full force and effect. (c) This PO, including all documents incorporated herein by reference and any alteration made hereunder constitute the entire agreement between the Parties unless otherwise agreed. (d) Any purported change to any of the terms shall be void unless agreed in writing by the Buyer (d) This PO shall be governed under the Indian laws and shall be subject to the exclusive jurisdiction of the courts at Mumbai. (e) This PO cannot be assigned by the Seller without written consent from the Buyer. (f) In the event of force majeure beyond control of the parties, the parties shall have the right to suspend the

performance under the PO without penalty or liability and shall take all reasonable steps and precautions to prevent or limit their effect on the supply. Buyer may cancel this PO if such force majeure continues for thirty (30) days.