

## Purchase Order Terms & Conditions

### Application

The terms & conditions as specified in this purchase order shall be deemed to be an agreement between Elanco Bangladesh Ltd (“Elanco”) & the supplier of goods and/ or services unless a separate legal agreement is entered into between Elanco & supplier for the goods and/or services covered under this purchase order. Once supplier supplies the goods and/ or services in accordance with this purchase order, it shall be deemed that supplier has accepted terms & conditions as specified in this purchase order.

### Delivery

Supplier must deliver the goods and/or services at the place & within the time as specified in this purchase order. Where supplier makes any default with regards to place & time of delivery, Elanco shall have right to reject the goods and/or services received under this purchase order without any liability on it's part.

### Delivery Terms

Unless otherwise stated, the delivery terms shall be CIF. The title to the goods shall pass on to the Elanco at the place & time specified by Elanco under this purchase order. Any losses including damages to the goods up to this place & time shall be on supplier. Supplier shall be responsible for taking insurance of the goods for delivery up to the Elanco's place.

### Price

The price specified in this purchase order is all inclusive except the VAT. Supplier is not entitled for any additional payment/ reimbursement of expenses unless agreed by Elanco in writing.

### Invoice

Supplier shall ensure to submit the invoice against the goods and/or services supplied to Elanco under this purchase order within maximum of 7 working days from the date of delivery of goods and/or services to Elanco. While submitting the invoices to Elanco, supplier shall ensure to quote the purchase order number on the invoice & shall submit all the supporting documents *such as* acknowledgement of receipt of the goods and/or services to Elanco. Where such purchase order number is not quoted or supporting are not submitted to Elanco along with the invoice, Elanco shall have right to reject & return the invoice to supplier. **Unless otherwise stated by Elanco in the Purchase Order, Elanco will pay Supplier the lesser of the price specified in the Purchase Order and the Invoice after 60 days of receiving a valid, undisputed Invoice. Elanco may withhold payment of any amount that it reasonably disputes in good faith, until such dispute is resolved.**

### Value Added Tax (VAT)

VAT shall be payable in addition to the price as specified in this purchase order at the rates prevailing for the time being. Elanco would pay the VAT at actuals only as per the Tax Invoice issued by the supplier & after satisfactory verification of the tax invoice particulars. Where the tax invoice particulars are incorrect, Elanco holds the right to reject & return the tax invoice to the supplier for necessary corrections. In absence of tax invoice, the supplier must specify that they have the exemption certificate from VAT authority.

### Income Tax TDS

Where the invoice is subject to withholding of tax (TDS) under Income Tax Act, Elanco shall deduct the TDS from the invoice value in accordance with the provisions of the Income Tax Act at the rates in force

at the time of processing of invoice. Elanco shall not give any prior intimation to the supplier before deducting the TDS on the invoice. In case of a dispute between the Elanco & supplier with regards to the classification of the TDS section & the TDS rates, Elanco's decision shall be final. Elanco shall not be responsible for the loss of TDS in case incorrect TIN is provided by supplier.

### **Inspection**

Elanco shall have right to inspect the goods and/or services received before accepting them. If in case the goods and/or services are not found to be in accordance with the purchase order, Elanco shall have right to reject the goods and/or services without any liability. After accepting the goods and/or services, if Elanco found that the specifications/ design/quality of the goods and/or services supplied is not in accordance with the purchase order/quotation submitted by the supplier, Elanco shall have right to reject & return the goods to supplier within 15 days from the date of delivery of such goods and/or services to Elanco. Any transportation & other incidental charges shall be on supplier.

### **Anti-Bribery Laws**

Supplier shall be responsible to comply with the anti-bribery laws of the countries where goods and/or services are provided to the Elanco. Also, supplier should understand and agree to comply with the United States Foreign Corrupt Practices Act which generally prohibits the promise, payment or giving of anything of value either directly or indirectly to any government official for the purpose of obtaining or retaining business or any improper advantage.

### **Termination**

After issue of this purchase order, Elanco may cancel & terminates this purchase order (either in whole or in part) by giving you written notice of 7 days. Upon termination of such purchase order, Elanco shall have no obligation to supplier except to pay all costs actually and reasonably incurred by supplier prior to the date of notification of termination plus a normally accepted trade allowance on such costs as full payment of supplier's overhead and profit.

### **Breach of Terms & Conditions**

Elanco shall have right to terminate the purchase order immediately upon material breach of any of the terms & conditions of this purchase order by the supplier. Upon such termination, Elanco shall have no obligation to pay or reimburse any cost that supplier would have incurred.

### **Subcontractor**

Supplier must not use any subcontractor without Elanco's prior written approval while providing the goods and/or service under this purchase order. If supplier uses a subcontractor, supplier will be fully responsible for Services performed by the subcontractor to the same extent as if the Services were performed directly by supplier.

### **Confidentiality**

Supplier must keep all the information that he has gained or obtained while supplying goods and/or services about Elanco & it's operations strictly confidential & shall not share it with anyone except with prior written approval from Elanco.

**Privacy**

Supplier should comply with relevant provisions of privacy and/or personal data protection laws in Bangladesh as well as Elanco's privacy standards (published on the Internet or otherwise made available to you by Elanco).

**Assignment**

Supplier's rights and obligations under these Terms and Conditions are personal in nature and may not be assigned to any third party without Elanco's prior written consent.

**Governing Law**

These Terms and Conditions are governed by and must be construed in accordance with the laws in force in Bangladesh. Supplier submit to the non-exclusive jurisdiction of the courts of Dhaka.