

Purchase Order Terms & Conditions

Application

The terms & conditions as specified in this purchase order shall be deemed to be an agreement between 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 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 GST. 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.

Goods & Services Tax (GST)

GST 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 GST at actuals only against the Tax Invoice issued by the supplier & after satisfactory verification of the tax invoice particulars. Where tax invoice particulars are incorrect, Elanco shall have right to reject & return the tax invoice to supplier for necessary corrections. Supplier must use quote Elanco's GST registration number – depending upon the place of supply on all the Tax Invoices. Where supplier has charged GST on the invoice & Elanco paid the same to supplier, supplier must ensure to report these invoices correctly while submitting it' GST returns so that those invoices are visible to Elanco in GST 2A. Where invoices do not reflect on Elanco's 2A on GST portal, Elanco shall have right to recover the GST paid to the supplier including the interest and penalties suffered by Elanco. Further, where any of the invoices are subject to reverse charge, supplier must state this clearly on the invoice.

Income Tax TDS

Where the invoice is subject to withholding of tax under Income Tax Act (TDS), 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 supplier before deducting the TDS on the invoice. In case of dispute between the Elanco & supplier with regards of the classification of TDS section & the TDS rates, Elanco's decision shall be final. Elanco shall not be responsible for loss of TDS in case incorrect PAN 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 & its 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 India 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.