

Taxes: IGST (Outside Karnataka) / SGST & CGST (Within Karnataka): extra as applicable as per the present tax structure

GST No: 29AAACW1411C1ZV

Acceptance - Buyer's acceptance of the offer to purchase the products and/or services set forth, made by Waters (India) Private Limited ("Waters") by this document ("Document") shall create a contract subject to and expressly limited by the terms and conditions contained on this Document. Acceptance of these terms and conditions set forth shall be final and binding on the parties: if additional or different terms are proposed by buyer ("Buyer"), such additional or different terms shall not become a part of the contract formed by Buyer's acceptance, unless they are expressly agreed in writing by Waters. Receipt of the goods sold hereunder ("Products") or commencement of the services provided hereunder ("Services") shall constitute acceptance of the terms and conditions of this Document. However, Waters may accept or reject Buyer's order in whole or in part. Prices quoted in quotation are firm for a period of thirty (30) days unless otherwise specified.

Payment - Unless otherwise agreed with Waters, any tax, duty, custom or other fee of any nature imposed upon this transaction by any state or central governmental authority shall be paid by Buyer in addition to the price quoted in the invoice/quotation. In the event Waters is required to prepay any such tax or fee, Buyer agrees to reimburse the same to Waters accordingly. All quotations and estimates used by Waters are, unless otherwise stated, based on the existing costs and are subject to amendment on or after acceptance of order by Waters to meet any rise in such costs.

Equipment which, in its sole reasonable judgment:

- (i) Unless otherwise agreed with Waters, payment terms shall be 100% in advance by Bank Drafts payable at Bangalore in the name of "Waters (India) Private Limited." Payment advice should have the necessary information about the order or invoice/quotation. In case of NEFT/RTGS/TT payments, Buyer shall mention the invoice/quotation number/Contract number in the "Sender to Receiver" information. In case of payment consisting of multiple invoices, Buyer shall send the details to India@waters.com. All the bank charges shall be made to Buyer's account.
- (ii) Unless otherwise agreed with Waters, payment terms shall be as mentioned under the invoice/quotation, which the Buyer shall advance by DD in favour of WATERS (INDIA) PVT LTD, payable at Bangalore. All payments made by Buyer shall be made without any deduction of deferment in respect of any disputes or claims whatsoever.
- (iii) Time for payment shall be of the essence. In case of any delay in payment, an interest charge equal to 1.5% interest per month will be added to the invoice and part thereof will be charged for any delayed payment if the payment is not settled within the agreed timeline.
- (iv) Prices quoted are exclusive of all taxes and duties. Duties, levies and taxes will be charged additionally at the prevailing rates at the time of invoicing of Products. If the concessions exemptions in the duties or taxes are claimed, the evidence thereof from the authority should be furnished along with the purchase order.

Delivery and Shipment - Unless otherwise specified, FOR terms will apply. Identification of the Products shall occur when they leave Waters' distribution point at which time title and risk of loss shall pass to Buyer. Waters will make reasonable commercial efforts to ship the Products or provide the Services hereunder in accordance with the delivery date agreed with Waters; provided that Waters accepts no liability for any losses or for general, special or consequential damages arising out of delays in delivery. Notwithstanding that Waters may agree to deliver the Products at some specified place, the delivery of the Products to a carrier for the purpose of transmission to Buyer is deemed to be a delivery of the Products to Buyer. The period of delivery will commence only from the date of receipt of the technically and commercially clear order. Products will be delivered within the period stipulated in our order acknowledgement/proforma/invoice/quotation subject to delay caused by or any manner of Force Majeure (as detailed herein) or any other reason caused beyond Waters' control. Waters shall not be liable for any damages or liquidated damages in such delay.

Warranty - The Products and/or Services shall be covered by the applicable Waters' standard warranty, a copy of which is supplied with the Products and/or Services or upon request. NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PRODUCTS AND/OR SERVICES. WATERS EXPRESSLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Any model or sample furnished to Buyer is merely illustrative of the general types and quality of goods and does not represent that the Products will conform to the model or sample. Buyer's remedies under Waters' warranty shall be limited to repair or replacement of the Product or component which failed to conform to Waters' standard warranty. WATERS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER INDIRECT DAMAGES RESULTING FROM ECONOMIC LOSS OR PROPERTY DAMAGE SUSTAINED BY BUYER FROM THE USE OF ITS PRODUCTS OR SERVICES. Buyer hereby releases Waters from all actions, claims, demands, suits and liability whatsoever which it may have or claim to have or but for this release might have had against Waters (a) arising out of any representation, warranty covenant or term or provision not set out or referred to herein or (b) arising out of or in conjunction with the Products not being suitable for Buyer's purposes or operating site.

Returned Products - Waters may, in its sole discretion, authorize Product returns in appropriate circumstances, subject to such conditions as Waters may specify. Any such return shall be subject to the express prior authorization of Waters, payment of a restocking charge by Buyer, and in accordance with Waters' Return Policy. However, no returns will be authorized after ninety (90) days following shipment to Buyer.

Technical Advice - Waters may, at Buyer's request furnish technical assistance, advice and information with respect to the Products, if and to the extent that such advice, assistance and information is conveniently available. It is expressly agreed that there is no obligation to provide such information which is provided without charge at Buyer's risk, and which is PROVIDED WITHOUT WARRANTY OF ANY KIND AND IS SUBJECT TO THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY SET FORTH IN PARAGRAPH 4 ABOVE.

Waters' Right of Possession, etc. - Buyer hereby grants Waters a purchase money security interest in any goods offered by way of this invoice/quotation to secure the due and punctual payment of the purchase price specified in this invoice/quotation. In the event of default by Buyer in any payment due Waters or in the event Buyer declares bankruptcy or becomes insolvent, Waters shall have the right, in addition to any other remedies it may have at law or in equity, to cancel the contract and in its discretion, sell the Products to any other third party if shipment has not occurred, withhold shipment, recall Products in transit and retake the same, or repossess any Products or goods which may be stored with Waters for Buyer's account without the necessity for Waters to initiate any other proceedings. Waters also reserves the right, in its sole discretion, to sell the Products to any other party in case of a non-adherence to payment milestones by Buyer.

Agents, etc. - No agent, employee or other representative has the right to modify or expand Waters' standard warranty applicable to the Products and/or services or to make any representations as to the Products other than those set forth in the applicable user or operator's guide delivered with the Products, and any such affirmation, representation or warranty, if made, should not be relied upon by Buyer and shall not form a part of contract between Waters and Buyer for the purchase of the Products or Services.

Modifications, Waiver, Termination - The contract formed by Buyer's acceptance of this invoice/quotation or the sale of Products and/or performance of the Services may be modified, and any breach thereunder may be waived only by a writing signed by the party against whom enforcement thereof is sought.

Additional Terms and Conditions - These terms and conditions may also be subject to any "Special Terms and Conditions" applicable to the Products or Services specified by Waters under the invoice, quotation or any other document. Any variance from the terms and conditions of this Document or other written notification from Buyer, will be of no effect in the absence of a written approval by authorized personnel of Waters.

Governing Law/Disputes - These terms and conditions are governed and construed in accordance with laws of India. All disputes or controversies arising in connection with the contract formed by Buyer's acceptance of this invoice/quotation or the sale of Products and/or performance of the Services shall be resolved by final and binding arbitration seated in Bengaluru, India under the Rules of Arbitration of the Indian Arbitration and Conciliation Act, 1996 by a single arbitrator mutually appointed in accordance with the said Rules then in effect. The language of arbitration shall be English. The award of the arbitration shall be final and binding on both Parties.

Export - Buyer hereby undertakes to comply fully with all applicable provisions of the Export Control Laws as may be in effect for any of the Products and shall seek, whenever required, at its own expense, export licenses prior to any export of the Products and shall further assure compliance with all reexport restrictions under Export Control Laws.

Intellectual Property/Software - The sale of the Products or Services by Waters to Buyer does not confer any right or license upon Buyer to use, exploit or otherwise utilize any intellectual property rights subsisting in or relating to the goods of which Waters is a proprietor or to which Waters is otherwise entitled. - To the extent there is any software included with the Products, the software is being licensed on a non-exclusive, non-transferable, non-sublicensable basis to Buyer, and not sold. All rights, titles and interests therein shall remain with Waters. Use of the software shall be in accordance with the applicable software license agreement/terms and conditions delivered with the Products.

Intellectual Property/Software - The sale of the Products or Services by Waters to Buyer does not confer any right or license upon Buyer to use, exploit or otherwise utilize any intellectual property rights subsisting in or relating to the goods of which Waters is a proprietor or to which Waters is otherwise entitled. - To the extent there is any software included with the Products, the software is being licensed on a non-exclusive, non-transferable, non-sublicensable basis to Buyer, and not sold. All rights, titles and interests therein shall remain with Waters. Use of the software shall be in accordance with the applicable software license agreement/terms and conditions delivered with the Products.

Claims - Claims for shortages, non-conformity with specification, error or deficiency or for damages in transit or delivery, or for other causes shall be deemed waived or released by buyer unless received in writing within 5 (five) days of delivery of Products or the installation thereof by Waters' representative, whichever is earlier.

Cancellation - Order once placed with and accepted by Waters may be cancelled only with Waters' consent. In such event, Buyer shall indemnify and hold Waters harmless against any loss or damages. A 10% cancellation and restocking charge of the order value will be charged from Buyer for any cancellation. Waters reserves the right to cancel the order in whole or in part based on reasonable grounds such as inability to verify or identify Buyer, product availability, etc.

Force Majeure - Waters shall have no liability for failure to perform, or delay in performance, or in the delivery of any and all equipment manufactured or sold by Waters including instruments, supplies, components, systems, chemistry, accessories, replacement spare parts, or any and all services provided by Waters, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of nature, floods, fire, explosions, war or military mobilization, , riots, epidemic, pandemic, quarantine, landslides, lightning, earthquakes, Governmental action or inaction, request of governmental authority, delays of any kind in transportation or inability to obtain material or equipment, acts of other governments, strikes, or labor disturbances.

Other Agreements - If there is any inconsistency between these terms and any order submitted by Buyer (whether in writing, verbally or otherwise) or any other arrangements between the parties, these terms prevail unless otherwise agreed in writing by the parties, save that as between these terms and any valid, binding and current written agreement signed by Buyer and the seller, such formal written agreement shall prevail to the extent of any inconsistency. For the avoidance of doubt, in the event of a conflict between these terms and conditions and the conditions of Buyer, the following order of precedence shall apply: Waters Special Terms and Conditions; Waters General Terms and Conditions, Buyer Purchase Order, any other relevant contract or documents between the parties.

Assignment - Buyer shall not transfer or assign its rights under these terms to anyone else without Waters' prior consent in writing. Waters may assign or transfer any of its rights or obligations under these terms without Buyer's consent. Each assignee or transferee is to have the same rights against Buyer under these terms as if named as Waters'.

Severability - If a provision of the foregoing terms is or becomes legally invalid, the validity of the remainder of the provisions shall not be affected thereby.

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Cus ex et, soloressi tem erchili ciusaectur atus audam nobissi nverit quam fuga. Otaquiaestem dipicia susamus aribusci rest rest eos dolestrum nem quis alitates millacidunt que simet ullorpore nobis nitius, in est, con nesecum eni nusdanimus et faceptatur, que con poreicab is quam eum niet restem et mi, arunt haribus mincipis andaecabor aut labore nobis esedit archicia qui con nis dolorum verum et doluptius eiunt endae officie ndicatum dolore volum inulpa cone suntiis pror abore con et aut vollam ex eum re parum everum veliciusae ni aut am rem hitibus quaecestrum fugia vellabo riscipidebis aboressit alit occaborem volorem quo velitaquia nobit, ullit, volum etus errum, ut entis dolestoreius acium sed enistiorpor modist occab intis soluptatem quiatia que volestorro blant et maiorunt aut hiliaernam, eaqou conectota volescilic tem fugiat.