

1. **SCOPE**
 - a. Unless otherwise agreed in writing or modified, the following terms and conditions shall govern the sale between Aptar, as defined hereinafter ("Aptar") and the buyer as defined below (collectively, "Conditions of Sale") for all products (the "Products") sold by Aptar to the Buyer.
 - b. Buyer and Aptar agree that these Conditions of Sale shall apply to all purchase orders accepted by Aptar as provided in Clause 4 below and that they supersede and replace all other conditions of sale, in whatever form, relating to the subject matter hereof.
 - c. The Buyer is expected to sign and return a copy of these Conditions of Sale to Aptar. Even in cases, where the Buyer has not duly signed these Conditions of Sale, the same shall prevail over any of the Buyer's terms of purchase, or any other document unilaterally transmitted by the Buyer which the Buyer purports to apply under any purchase order, order confirmation or similar document which are not explicitly accepted in writing by Aptar in the acceptance of an order placed by the Buyer.
 - d. In the event of any contradiction between the Conditions of Sale and Aptar's special terms as expressly set out in the offer, quotation, order confirmation and/or separate written supply agreement signed by Aptar, the special terms shall prevail over these Conditions of Sale.
2. **DEFINITIONS**
 - a. "Buyer" means whoever places an order or request for purchase of any Product(s) from Aptar for a consideration.
 - b. "IPRs" or "Intellectual Property Rights" shall mean all rights in and in relation to all intellectual property rights used by Aptar for its business and subsisting in the Products developed, being developed and/or proposed to be developed by Aptar including all patents, patent applications and patent rights, entity models, moral rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, internet domain names and sub-domains, inventions, methods, techniques, processes, formulations, copyrights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, processes, designs, methodologies and related documentation, technical information, manufacturing, engineering and technical drawings, know-how and all pending applications for and registrations of patents, entity models, trademarks, service marks, copyrights and internet domain names and sub-domains.
 - c. "Party" or "Parties" means Aptar and/or Buyer, individually or collectively, as the context so requires.
3. **QUOTATIONS**

Any quotation for Products issued by Aptar ("Quotation") is valid for 30 days from the date of submission and is subject to availability of material. It is expressly agreed that a quotation may take the form of a pro-forma invoice issued by Aptar. A Quotation not accepted in writing by the Buyer within the said 30 days may be changed by Aptar.
4. **PURCHASE ORDERS**
 - a. Any order or request for Products placed by the Buyer ("Purchase Order") shall be in writing and are subject to acceptance by Aptar. Aptar shall not be bound to sell any Products mentioned in any Purchase Order of the Buyer unless (i) Aptar has accepted a Purchase Order by way of issue of a written Order Confirmation (including via email) to Buyer ("Order Confirmation") and (ii) the Buyer has accepted these Conditions of Sale and/or any other conditions as may be proposed by Aptar.
 - b. Upon receipt of the Purchase Order from the Buyer, Aptar reserves the right to immediately procure materials and start production. In the event of any alteration or cancellation of the Purchase Order by the Buyer, at any time subsequent to the issue of Order Confirmation by Aptar, the Buyer shall be liable to pay for any raw materials, components or finished goods produced and any other costs incidental to the procurement of raw materials, components or production of the finished goods undertaken pursuant to the Purchase Order of the Buyer.
 - c. Any additional order increasing quantity shall be treated as a separate and new order. Any alteration to the Purchase Order already placed, decreasing quantity or any other change, shall be communicated to Aptar in writing at least 8 (eight) weeks in advance of delivery and must be expressly approved in writing by Aptar. Any Products supplied pursuant to such additional order/alterations to the Purchase Order shall be charged at Aptar's then existing prices for those products.
 - d. Any provisions, conditions, or terms contained in Buyer's Purchase Order which are in addition to or not consistent with Aptar's Quotation and these Conditions of Sale shall not be binding on Aptar unless expressly agreed upon in writing by Aptar.
5. **PRICE**
 - a. Unless otherwise specified, the Products are invoiced by Aptar at the price given in the Quotation, the pro-forma invoice or the Order Confirmation as the case may be, which the Buyer hereby expressly accepts. Prices quoted are for the Products only and do not include any amount for transportation costs, freight, insurance, fees or any duties or taxes, all of which are the responsibility of the Buyer.
 - b. Prices quoted are subject to change or cancellation on expiry of (30) days following the date of the Quotation, unless otherwise indicated therein or agreed in writing by Aptar.
6. **INVOICES**
 - a. Unless otherwise mutually agreed by Buyer and Aptar in writing as per the terms mentioned in the Quotation, pro-forma invoice, Order confirmation or invoice, Aptar invoices shall be duly prepaid before any shipment of Products. Aptar reserves the right to dispatch the Products cash on delivery or against payment in advance. If Buyer at any time defaults in the payment of any invoice, Aptar may at its sole discretion, and without prejudice to its other rights, withhold the dispatch of Products as per any of the outstanding Purchase Orders.
 - b. In the event the Buyer fails to make payment as per Clause (a), the Buyer shall be liable to pay penal interest from the date the payment becomes due until the actual date of payment at a rate of (18) % per annum. Further, the Buyer shall be responsible for all of Aptar's costs of collection including, but not limited to, court costs and filing fees.
 - c. Partial payments shall be applied in the following order of priority: (i) any late payment interest; (ii) outstanding invoices and (iii) payment of expenses incurred by Aptar in recovering late payments.
 - d. The Quotation is subject to Aptar's internal current credit policies and practices. Aptar reserves the right, in its sole discretion, to approve, disapprove or change Buyer's credit limit or to impose credit terms, including without limitation the requirement that Buyer make full or partial advance payment. In the event of a complete or partial failure to pay, Aptar may, at its option, revoke any credit extended to the Buyer, suspend all deliveries of Products under the Purchase Orders until Buyer's account is settled up to date, or offset such amount against any payments due or that become due from Aptar to Buyer.
7. **DELIVERY**
 - a. Delivery of Products may be made by doing anything which the Parties agree shall be treated as delivery or which has the effect of putting the Products in the possession of the Buyer or of any person authorized to hold them on behalf of Buyer.
 - b. Aptar shall retain title to the Products until full payment of their price. Risk of loss or damage to Products in-transit shall pass to Buyer upon delivery of the Products or in accordance with the Incoterm referred to in the Order Confirmation. In the event, the Buyer or its authorized representative fail to take delivery of the Products on the date as scheduled in the Order Confirmation ("Scheduled Delivery Date"), Aptar reserves the right to invoice Buyer reasonable storage fees for the Products from and after such date. Aptar may also give Buyer notice of its intent to sell the Products, set a reasonable grace period for collection of Products by Buyer and then sell the Products at a commercially reasonable price without prejudice to its right to claim damages from Buyer for any shortfall resulting from such sale or account to the Buyer for any excess achieved over the price in the Order Confirmation, in both cases having taken into account any charges related to the sale or rescind the sale after such grace period.
 - c. Scheduled Delivery Dates are indicative only. However, Aptar shall make best efforts to adhere to the Scheduled Delivery Dates. Lead times for deliveries, if provided in the Quotation, shall not commence until Buyer has provided Aptar with all technical information necessary to process the Order and/or set up the means of credit or payment provided for in the Order Confirmation.
 - d. Buyer shall arrange for receipt of the Products as per the acknowledged and accepted Scheduled Delivery Date noted on the Order Confirmation. Failure to take delivery of Products on the Scheduled Delivery Date will result in a storage fee assessed at a monthly rate of 5 % of the value of the Products.
 - e. Unless otherwise agreed to by Aptar in writing, the quantity of Products delivered by Aptar may be up to five percent (5%) greater or less than the quantity specified in the Order Confirmation, and Aptar may invoice the Buyer, and Buyer shall pay Aptar, for such greater or lesser quantity accordingly.
 - f. In the event of any defect in quality or specifications of the Products, the Buyer shall reject or bring to the notice of Aptar such defects within (30) days following delivery. In the event that Buyer fails to notify Aptar in writing of rejection and the specific grounds therefor within such time period, Buyer shall be conclusively deemed to have accepted such Products without qualification.
8. **PRODUCT SUITABILITY**
 - a. It is the Buyer's sole responsibility to
 - (i) choose the Products and define any special or customized technical or packaging or labelling specifications for the Products,
 - (ii) ensure that the Products that it orders from Aptar are suited for their intended use and are not prohibited under any existing law, as applicable,
 - (iii) ensure the Products are compatible with the content that the Buyer is to put in the finished packaging and products sold by the Buyer, and
 - (iv) ensure compliance with all applicable law, in force from time to time, to the finished products that it markets.
 - b. Aptar may perform tests for compatibility; such testing, however, is not an obligation on the part of Aptar. **APTAR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT ANY TESTS BY APTAR ARE ADEQUATE OR SUFFICIENT FOR BUYER'S PURPOSES, AND BUYER AGREES NOT TO HOLD APTAR RESPONSIBLE FOR SUCH ADEQUACY OR SUFFICIENCY.**
9. **WARRANTY**
 - a. Prototypes, samples and other development Products are sold "as-is" and without any representation or warranty, express or implied.
 - b. Products sold hereunder are warranted by Aptar to be free from defects under normal use and conform to the specifications provided by Aptar, in the Quality agreement as the case may be, along with the Quotation for the Products or, with respect to orders for Products set out in an Order Confirmation, to Buyer's written specifications previously accepted by Aptar in writing. Unless otherwise agreed upon by the Parties in writing, Buyer's rights under this warranty are granted for a period of one (1) year from and after the date of manufacture of the Products provided by Aptar in any document such as the certificate of conformity or if not, one (1) year from and after the delivery date. Aptar is not responsible for normal wear and tear of the Products, Buyer's negligence or any non-conformity or defect in the Products that (i) is created after the Product is dispatched for delivery by Aptar, including any non-conformity/defect resulting from Buyer's negligence, handling, maintenance or failure to properly use, maintain or store the Products; (ii) results from modifications to the Products by Buyer or a third party, or

(iii) results from components or materials provided by or on behalf of Buyer. Buyer's sole and exclusive remedy, and Aptar's sole and exclusive obligation under this warranty is to, if accepted by Aptar, repair, replace or issue to Buyer a credit for the purchase price for any Products sold hereunder with any defect or non-conformity warranted against, provided Aptar receives written notice of the defect during the period of warranty and Buyer returns the defective Products to Aptar at a location designated by Aptar accompanied by Aptar's formal written return authorization. If Aptar determines that the Product conforms to the Order Confirmation, the Product will be returned at Buyer's expense.

- c. Except for the limited warranty referenced above, Aptar grants no other warranties, express or implied, by statute or otherwise, regarding the Products and specifically disclaims any implied warranty of fitness for any purpose, quality, merchantability, or otherwise.
- d. Claim(s) based on insignificant deviation from the agreed quality shall be excluded. Aptar shall not be responsible for any damage to the Products ordered or defect in the quality which occur after passing of the risk or resulting from any act or omission of the Buyer or its agent including but not limited to improper handling, improper storage and so on.
- e. The warranty provided in this Clause is extended by Aptar to Buyer only, and is the complete and exclusive warranty for Products manufactured by Aptar. Aptar specifically excludes any warranty of suitability, adaptability or compatibility of the Products with the Buyer's needs for the purposes of manufacturing finished, semi-finished or intermediate products, for the purposes of incorporating the Products into other products. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. APTAR ALSO DISCLAIMS ANY WARRANTY OF NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES WITH RESPECT TO THE PRODUCTS. This warranty shall not be enlarged and no obligation or liability shall arise out of Aptar's rendering of technical advice and/or assistance.
- f. The Buyer represents and warrants that any customized specifications for the Products provided to the Aptar do not and will not infringe the rights of third parties (including but not limited to any third party Intellectual Property Rights).
- g. Aptar also excludes any warranty in respect of non-infringement of the rights of third parties (particularly infringement of intellectual property rights) as a result of Products which are based on customized specifications and/or instructions provided by the Buyer (including but not limited to the shape of the Product or its visual specifications).

10. LIMITATION OF LIABILITY

- a. No action shall be brought for any breach of these Conditions of Sale after expiry of the statutory limitation period prescribed by law.
- b. Buyer's exclusive remedy shall be for damages and Aptar's maximum liability shall not in any case exceed the total purchase price for the relevant Products as per the corresponding invoice of a Purchase Order duly confirmed by Aptar, giving rise to the claim, regardless of whether the claim is based on contract, breach of warranty, negligence (including gross negligence), strict liability, statutory violation, or otherwise, notwithstanding any failure of essential purpose or of any limited remedy. Under no circumstances AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN shall APTAR be liable for any consequential, incidental, special, punitive, or exemplary damages, lost profits, or interruption of business losses, costs, or expenses of any kind, EVEN IF APTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. LICENSES, INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

- a. The sale of the Products furnished hereunder does not convey any license by implication, estoppel or otherwise under any proprietary, patent right or other Intellectual Property Rights of Aptar covering the Products or combination of the Products with other elements. Unless otherwise agreed to in writing, Aptar retains all title and all rights to Intellectual Property Rights relating to the Products. Except as specifically provide herein, the sale of Products conveys no license to Buyer under any Intellectual Property Rights of Aptar.
- b. Buyer shall defend, indemnify and hold harmless Aptar and its and their directors, officers, employees, successors and assigns from and against any claims, demands, lawsuits, losses, damages, liabilities, costs and expenses (including reasonable fees and disbursements of counsel), and judgments and settlements of every kind that may be made by any third party arising out of or relating to any claim that the specifications, designs, processes or requirements for the Products provided by Buyer infringes or misappropriates any third party Intellectual Property Rights.

12. ARBITRATION

- a. Parties shall endeavour to resolve all claims, disputes, questions or controversies involving them and arising out of or in connection with these Conditions of Sale or the execution, interpretation, validity, performance or breach hereof (collectively "Dispute(s)") through amicable negotiation and conciliation.
- b. Any Dispute, which is not settled by negotiation and conciliation, shall be resolved by final and binding arbitration. The arbitral tribunal shall consist of only 1 (one) arbitrator. Parties will jointly appoint one independent arbitrator to resolve the Dispute. The arbitration procedure shall be as follows:
 - i) *If Buyer is an Indian entity:*
 - a. If Parties cannot agree on the appointment of a single arbitrator, the arbitrator shall be appointed by the competent court on the application made by any Party.

- b. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. All arbitration proceedings shall be conducted in the English Language and the venue of arbitration shall be Hyderabad, India. Subject to arbitration, courts in Hyderabad shall have exclusive jurisdiction on all matters arising out of these Conditions of Sale.

ii) *If Buyer is not an Indian entity:*

- a. Any dispute involving foreign parties arising out of or in connection with these Conditions of Sale, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- b. The Parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules.
- c. The language of the arbitration shall be English.

13. GOVERNING LAW

These Conditions of Sale shall be governed and interpreted in accordance with the laws of India.

14. GENERAL

- a. No amendments to these Conditions of Sale shall be effective and binding upon the Parties unless concluded in writing and signed by both Parties or authorized representative of each Party. No course of prior dealings between the Parties and no usage of trade will be relevant to determine the meaning of these Conditions of Sale or any Quotation, Order Confirmation, Order or invoice, or any document in electronic or written form that is signed and delivered by each of the Parties.
- b. The failure of Aptar to insist, in any one or more instances, upon the performance of any of the terms or conditions of these Conditions of Sale, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right.
- c. No right, interest or obligation under these Conditions of Sale may be assigned or delegated by either Party without the prior written consent of the other Party.
- d. Aptar shall not be responsible for and no liability shall result to Buyer for any delays in delivery or in performance which result in circumstances beyond Aptar's reasonable control including, without limitation, product unavailability, carrier delays, delays due to fire, flood, storm, severe weather conditions, pandemics, failure of power, labor problems, acts of war, terrorism, embargos, acts of God, shortages of supplies of raw materials or components or acts of any government or agency or political and civil unrest ("Event of Force Majeure"). On the happening of such Event of Force Majeure, the Parties shall immediately consult each other in order to find an equitable solution and shall use all reasonable effort to minimize the consequences of the force majeure event. Aptar may cancel any Order upon written notice to Buyer should an Event of Force Majeure continue or be reasonably expected to continue for a period of sixty (60) or more consecutive days.
- e. Aptar may exhibit to in any public event such as trade fairs, exhibitions or shows, in any advertising and commercial documents, and to Aptar investors and potential investors, the Products made for Buyer.
- f. The relationship between Aptar and Buyer is that of independent contractors and not that of employer/employee, partnership or joint venture or any other continuing relationship or commitment between the Parties.
- g. If any term of these Conditions of Sale is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the validity, legality or enforceability of the other terms and conditions hereof or the whole of these Conditions of Sale.
- h. Notwithstanding anything contained in these Conditions of Sale, the clauses with respect to Indemnity, Governing Law and Intellectual Property Rights and such other customary clauses that survive the termination of these Conditions contained in these Conditions of Sale shall survive the expiration or termination of these Conditions of Sale.

The Buyer hereby acknowledges that he has read and understood the above terms and conditions and agrees to abide by the same.

Dated the ____ day of _____, 20____

(Signature of Aptar)

(Signature of the Buyer)

Name of Buyer
Designation of Buyer

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Review date: October 2015