PHILIPS

Purchase order

Mumbai
India 14.12.2023 Page: 1

Philips India Limited
 # Healthcare Sector

Order to 9824535 GSTIN:
DIVA Laboratories, Ltd.
9F., 351 Zhongshan Rd., sec. 2
235 New Taipei City-Zhonghe
Taiwan
Taiwan

Document number: 4501241158 Dated: 14.12.2023
Dealt with by: NPI Operational Bu+91 Telephone no:
Facsimile/Building,Room:

Ship to: GSTIN: 27AABCP9487A1Z9
Philips India Limited
Devi IT Park, DMC India
101A Old Mumbai-Pune Highway
411018 PUNE
Maharashtra (27) INDIA

Invoice to: 473595 GSTIN: 27AABCP9487A1Z9
PHILIPS INDIA LTD.
101,ICC Devi Gaurav Technology Park
Old Mumbay Pune Highway
411018 PIMPRI, PUNE, MAHARASTHRA
Maharashtra (27)

Shipping instructions: Vendor fax: 222262423

Pay attention to the fact that the printed delivery date is the arrival date at the Philips Warehouse

ORDER REFERENCE CODE
4501241158
To be quoted on ALL documents and packages pertaining to this order.

Terms of delivery:
FCA New Taipei City

Price conditions:
INCL. PACKING
UNLESS AGREED OTHERWISE

Terms of payment: Q104
Payment within 60 days after the receipt date of t

		Description								
Item	Classification	Our article no. (12 NC)	HSN/SAC	Quantity	Unit	Currency	Price per PC	Disc.	Net price	Total amount

We require an order acknowledgement for this order within 2 working days , unless agreed otherwise!
Note - Delivery date indicated in this PO is ETA, Philips.
Hence for air shipment, Ex-w delivery date should be 15 Days before indicated Delivery date on PO and
for sea shipment, Ex-w delivery date should be 60 Days before indicated delivery date on PO.
To meet customer requirements, please use in addition to the Purchase Order reference also the Philips invoice to Funloc reference number above on your transport documents enclosed with shipped products.

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2 Diva 27" FHD (RGD277series)
1 eac USD 2.850,00 2.850,00
**

Description:
Diva 27" FHD (RGD277series)
HSN/SAC: 85285200

- next page -

Philips India Limited *

GENERAL CONDITIONS OF PURCHASE

1. The prices indicated in the order shall hold good till its complete execution. In case of local delivery the prices will be deemed to include free delivery at the places indicated by the company .

2. The goods shall correspond to the prescribed specifications and / or samples given by the company and also fulfill the requirements in all respects.

3. When an advance sample is required to be approved by the company prior to execution of the order the seller shall submit a sample at free of charge within the time specified or such other extended period thereof as may be agreed to by the company in writing to this respect. All samples submitted must be clearly labeled mentioning the seller's name and address and the company's order reference and number. Failure to submit the sample within the specified time or such other extended period thereof as above or on rejection of the sample the company shall be entitled to cancel the order .

4. All specifications, drawings, samples ,tools ,jigs & fixtures, and other data supplied by the company or prepared by the seller are to be used exclusively for the goods to be supplied against this order and these are to be returned to the company on demand .

5. The goods shall be sufficiently and properly packed with proper packaging materials depending on the nature of goods and the mode of transport to be used .

6. No Packing , Forwarding , Delivery Charges will be allowed unless specifically authorized by the company in writing .

7. The time for and the date of delivery of goods stipulated in this order or any extended period thereof if any as may be agreed to by the company in writing shall be deemed to be the essence of the order and delivery must be completed not later than the date specified therein or such extended period thereof if any as above .

8. If the goods are not delivered within the time specified herein or such extended period thereof if any as above the company shall at its absolute discretion to be entitled either -
(a) to recover as liquidated damages 2% of the value of the undelivered goods for each month or part thereof such delivery is delayed and the company shall be at liberty to purchase the undelivered goods elsewhere or
(b) the company shall be at liberty to purchase elsewhere the undelivered goods and seller shall be liable to pay the difference in price if any which the company may have to pay for such purchase without Prejudice to all the rights or the company including the right to cancel the order .

9. Goods supplied here under shall be deemed to have been accepted by the company only after final examination, test and approval by the company. If the goods supplied are found not to be in accordance with the company's prescribed specifications or does not fulfill the purpose for which it was ordered wherever specified or not satisfactory for any reason whatsoever of which the company shall be the sole judge company shall without prejudice to its other rights be entitled to reject those goods and cancel the order and the seller shall at its cost and expense take back the rejected goods within fifteen days from the receipt of intimation of such rejection and cancellation from the company. If the seller fails to take back the rejected goods within fifteen days as above the company shall be at liberty to sell the rejected goods by public auction and to appropriate the money thereby realized against the expenses incurred by the company including the warehouse charges and the balance amount if any shall be returned to the seller. The seller shall also be liable to pay to the date of receipt of intimation of such rejection and cancellation of the goods by the company .

10. Subject to clause 9 above payment will normally be made within agreed days after receipt of the goods in good order and condition in the company's warehouse and fully conforming to our specifications and quality standards. Goods or documents to title dispatched by V.P.P or presented through bank will be accepted unless otherwise agreed to by the company in writing .

11. Unless permitted by the company in writing the seller shall not divulge, publish or cause to be published by any means whatsoever the details concerning this order or goods covered thereby .

12. Any alteration, modifications, extension, variation, deletion and amendment or other changes to this order will not be valid until confirmed by the company in writing .

13. The seller hereby agrees to indemnify the company at all times against all claims which may be made in respect of the goods covered this order in infringement of rights protected by the patent registration of Design Of Trademark or in respect of all other damages or compensation paid or to be paid by the company in respect thereof.

14. Final quality check report/Test reports/Certificate of Compliance to be sent along with the shipment as per Philips specifications.

15. Packaging as per Indian Laws including but not limited Legal Metrology Act 2009, read with Legal Metrology (Packaged Commodity) Rules 2011 and additional Philips requirement if any.

16. All disputes and differences arising out of this order or in any way touching or concerning this whatsoever shall be referred to the sole arbitration of a person nominated by a Director of the company. The seller shall not be entitled to object any such appointment on the ground that the said arbitrator is an employee of the company and that he had to deal with the matter to which the contract relates and that he had expressed by views on all or any if the matters in the dispute of difference. The Award of such arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office by resignation or otherwise or becoming unable to act for any reason whatsoever, his/her successor in office shall act in his/her place as arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his/her predecessor .

Business Principles

17. #Philips India Limited" consider it of utmost importance and supplier represents that no gifts or other personal favor of any nature shall be offered directly or indirectly by supplier to Philips India Limited employee.

It could only adversely affect the business relationship between the parties and the business itself and would be in conflict with Philips India Limited general business principles.

Supplier shall not, without prior written consent of Philips, make any changes affecting parts, products, process or design changes; changes to manufacturing processes (including geographic location); changes affecting electrical performance, mechanical form, fit or function; environmental compatibility; chemical characteristics; life, reliability or quality of Products or changes that could have significa nt impact upon Supplier's quality system; including any such changes at their sub-tier suppliers. Parts affected by such changes should not be delivered to Philips until supplier has received written approval for implementation of the changes from Philips. All Change request s should be communicated to SCRM.PUNE@Philips.com

18. This order is subject to your cooperation in informing Philips whether or not this product is US controlled and/or controlled under theexport laws of your country. If controlled please indicate the classification number (ECCN).

19. The contract value is exclusive of all applicable indirect taxes, levies, duties, cesses and surcharges. Any indirect tax (such as service tax, VAT/ CST, entry tax, customs duty, excise duty or any other tax or proposed tax such as GST) shall be charged and recovered over and above the contract price. To this end, the incidence of any benefit of cost reduction, on account of GST, shall be to the account of the Company.

20. If, on account of any change in the law post signing of contract, including the introduction of the Goods & Services Tax (GST), any tax/ duty exemption which is directly allowed to the seller or its vendors/ sub-contractors and is converted to a refund to seller, the impact of such refund would be factored in the Contract Price. It is expressly agreed between the parties that they would provide all documents ,challan, returns, certificates, etc. as may be reasonably required by the other party to support the claim for refund.

21. In case any credit, refund or other benefit is denied or delayed to the Company due to any non-compliance by the seller (such as failure to upload the details of the sale on GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the seller, the seller shall reimburse the Company the loss including, but not limited to, the tax loss, interest and penalty.

22. The seller shall raise a valid tax invoice carrying all declarations as prescribed under the GST Law and conforming to the requirements of the tax/ GST laws. The seller would be required to issue the invoice on billing location as provided by the Company unless the parties otherwise agree, in writing and the Company shall not accept any other type of invoice which does not contain the aforesaid particulars.

PHILIPS

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Mumbai
India 14.12.2023 Page: 2

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 # Healthcare Sector

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Maharashtra (27)

		Description								
Item	Classification	Our article no. (12 NC)	HSN/SAC	Quantity	Unit	Currency	Price per PC	Disc.	Net price	Total amount

Place of Supply: Maharashtra

3 Diva 27" UHD (RUH2773series)
1 eac USD 3.650,00 3.650,00
**

Description:
Diva 27" UHD (RUH2773series)
HSN/SAC: 85285200
Place of Supply: Maharashtra

Philips Arrival Date: 27.12.2023

GSTIN 27AABCP9487A1Z9 IEC 0388013567 Dt 01-04-1988
Permanent account number AABCP9487A

All transactions for the purchase of goods and/or services by any Philips company for the Philips Healthcare sector are subject to the Philips General Conditions of Purchase, for BOM Purchases and all other purchases as in effect on the date of our order. The Philips General Conditions of Purchase are subject to change from time to time and can be found and reviewed via the General Condition of Purchase link on the right side of the following web page: http://www.philips.com/about/company/businesses/suppliers/generalconditionsofpurchase/index.page

India based Philips companies refer to additional clauses printed on the backside of the first page.

Mumbai, 14.12.2023
Philips India Limited *

Tot. net val. USD& excl. tax 6.500,00

Document is electronically signed.