

GENERAL TERMS AND CONDITIONS

1. **MEANING AND EXPRESSION:** "Purchaser" in these conditions means Fresenius Medical Care Bangladesh Limited. "Seller" includes all persons, firms and companies who agree to sell or sell to the purchaser.
2. **CHALLAN:** The sellers must deliver the goods under their challan as per delivery instruction of purchases. The seller must submit their challan in triplicate mentioning purchaser's Indent NO, Order NO and date clearly mentioned. No goods will be accepted without proper challan.
3. **INSPECTION:** All goods will have to be supplied strictly as per approved sample/specifications within the mentioned delivery date. Inspection of the goods will be made by the purchaser their premises and their report shall be final and will binding on both the parties. For inferior quality, specification and/or for any other valid reasons goods will be rejected and the seller is responsible to take back the rejected materials within 7(seven) days of rejection.
4. **INVOICE:** All invoices accompanied by receipt challan, copy of PO/WO and/or other necessary documents as specified in the contract/PO/WO must be submitted to the Finance Division of Fresenius Bangladesh. Separate invoices should be sent for each order. All invoices must show the quality in its measurable unit and rate at which item of material is charged in the invoice
 - a. **QUANTITY ORDER:** Being liable for any compensation and/claim of any nature from the seller.
 - b. Quantity received by the purchaser in excess of quantities specified in the challan may be returned at the purchaser's option at the seller's expense.
5. **PACKING INSTRUCTION:** The seller will pack all articles properly and as per instructions of purchaser to avoid breakage or pilferage in transit.
6. **INSURANCE:** On request of the Purchaser, Seller will arrange for necessary insurance of materials for any loss, breakage or any damage during transit.
7. The purchaser reserves the right to cancel or modify the order without to any cause whatsoever shall be borne by the seller
8. **PRICE:**
 - a. All the rates stated in the order are understood to be delivered at site unless otherwise specified in the Contract/PO/WO
 - b. No charge will be allowed for packing or unless specified in the order.
 - c. The order price is including VAT and Taxes. All tax and VAT shall be deducted at source from this price as per applicable legislation.
 - d. The purchaser will not be allowed any revision price during the period of contract till completion of supply.
9. **PENALTY:**
 - a. In the event of seller's failure to supply the goods in time the purchaser reserves the right of purchasing goods from other sources on seller's account and risk and will hold the seller liable for any differences in price and/or other incidental expenses arising therefrom.
 - b. If the purchaser find that the materials supplied are not of the contracted/ordered quality or not according to the specification required by the purchaser or received in damaged or broken condition or otherwise not satisfactory owing to any reason whatsoever, the purchaser shall be the sole judge and entitled to reject the materials, cancel the contract/PO/WO and buy their requirement from other sources at seller's risk and cost. Purchaser can recover the loss if any from the supplier reserving always the right to forfeit the deposit, if any, given by the supplier for due fulfilment of the contracts or amount payable to the supplier against any other supply by the supplier. The supplier will make arrangement to remove the rejected materials at their own cost; otherwise they will be lying entirely at the supplier's risk and responsibility.
 - c. Any demurrage, warfare or similar charges which the purchaser has to pay on account of seller's failure to book the goods in accordance with purchaser's instruction or due to late delivery shall be borne by the seller.
10. **GENERAL:** These terms shall also be applicable to special contracts over and above the terms, which are agreed in such cases.
11. Contractor/Seller should be fully aware of the nature, timeframe and intricacies of the work/job which will be carried out at the sight appraised by Fresenius Bangladesh.
12. The contractor/seller shall supervise the execution of work to ensure that the same is of the desired quality/parameter as expected by Fresenius Medical Care Bangladesh Ltd.
13. The Contractor/Seller shall indemnify and keep Fresenius Bangladesh saved, harmless and indemnified from any action, cost, claim or damages arising out of any injury or accident to any person tenure of their services.
14. The contractor/Seller covenants that the personnel employed by in its business shall not be treated as employee of Fresenius Bangladesh and the contractor shall alone be fully responsible for compliance with provisions of law and for all compensation, commission and benefits arising out of their employment/agreement and with assume full responsibility for their acts.
15. The contractor/seller shall comply with the requirement of the statutory provisions and shall be responsible for fulfillment of all legal obligation including P.F. , contract labor and child labor (regulation and obligation) Act, Income Tax, Work permit for foreign worker, condition of service, payment of bonus, gratuity, industrial dispute and Works Contract tax and all other industrial/labor enactments and rules made thereunder as applicable from time to time. In case any demand borne by us in respect of this/contract/PO/WO or the Contractors'/Seller's non-compliance, we shall be entitled to pay the same by deducting from contractors'/sellers payables or recover from contractor/seller.
16. The contractor should possess necessary license/permit from appropriate authority as per law of the land to carry out the above works.
17. In the event of any dispute or difference arising for the is contract/PO/WO, the same shall, unless settled, be referred to the sole Arbitration of a person to be appointed by the Authorized Signatory of Fresenius Bangladesh. Such Arbitration shall in accordance with the Arbitration Act, 2001 of Bangladesh.
18. The seller and its affiliates shall comply with the Fresenius Medical Care Global Supplier Code of Conduct (published on: <https://www.freseniusmedicalcare.com/en/about-us/our-suppliers>) ("**FME Supplier Code**"), and shall establish adequate processes to ensure that all of its suppliers and subcontractors comply with the FME Supplier Code or comparable standards.
19. The seller shall disclose the presence of conflict minerals in the delivered Product or any component or material incorporated in the Product, in accordance with the Dodd-Frank Act Section 1502. Performance of this disclosure shall include submission of a completed EICC-GeSI questionnaire annually to the Purchaser no later than 31 January in each calendar year during the Term for all Product delivered in the prior calendar year that contain conflict minerals; and due diligence effort in a reasonable country of origin inquiry (RCOI), conducted per OECD guidance, for the same Products. Accurate and complete documentation of the due diligence shall be maintained and made available to the Purchaser or a 3rd party auditor acting on Purchaser's behalf, on request.

ACCEPTANCE BY VENDOR/SUPPLIER:

I accept to provide/supply the products/services mentioned in this order agreeing to all the terms and conditions.

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Vendor's Signature