



General Terms and Conditions for Purchase of Goods

[Document Reference No: HL/POTC/002/2025]

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order shall be effective only upon acceptance by the Seller by signing, affixing the seal and returning an acknowledgement copy of it or by timely delivery of the Goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a valid contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of the Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Seller shall bind the BUYER unless agreed to in writing by a duly authorized official of the BUYER. Shipment of the Goods ordered under the Purchase Order constitutes acceptance of all the terms and conditions contained hereof whether or not the Seller has acknowledged this Purchase Order. For the sake of clarity, it is hereby agreed between the Parties that, if Seller provides Goods to BUYER in the absence of a duly acknowledged and signed Purchase Order by Seller and BUYER accepts such Goods, then the Purchase Order including the terms and conditions contained therein shall be binding on both the Parties, unless the Parties otherwise mutually agree in writing. Subject to mutual discussion in writing between the Parties, BUYER shall have the right to either suspend or cancel the relevant Purchase Order either in full or in part prior to shipment of Goods by the Seller under the Purchase Order.

2. DEFINITIONS

a) Buyer: shall mean and refer to that entity defined as Buyer under Section 2 (1) of The Sale of Goods Act, 1930. The same is: "buyer" means a person who buys or agrees to buy goods.

b) Goods: shall mean and refer to those things defined as Goods under Section 2 (7) of The Sale of Goods Act, 1930. The same is: "Goods" means every kind of movable property other than actionable claims and money; and includes stock and shares, growing crops, grass, and things attached to or forming part of the land which are agreed to be severed before sale or under the contract of sale.

c) Seller: shall mean and refer to that entity defined as Seller under Section 2 (13) of The Sale of Goods Act, 1930. The same is: "seller" means a person who sells or agrees to sell goods.

3. FITNESS OF GOODS/ PACKAGING

The Seller warrants that the Goods, including packaging, conform to the quality and the specifications for the Goods ordered under this Purchase Order and are fit for the purposes for which such Goods are ordinarily used and for purposes expressly made known to the Seller by the BUYER, and are free from defects in workmanship and materials. The Seller also warrants that the Goods are contained or packaged adequately to protect the Goods.

Buyer shall not be responsible for any charge for packing, boxing, storage or cartage.

4. DISPATCH OF GOODS AND RISK OF LOSS/ DAMAGE

The Seller shall dispatch the Goods ordered in this Purchase Order at his own risk and responsibilities and ensures that the Goods reaches the BUYER in the condition in which the Goods are supposed to be delivered to the BUYER for the purpose for which the Goods have been bought by the BUYER

5. DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Seller will be unable to deliver the Goods to the Buyer's destination by the delivery date(s), as stipulated in this Purchase Order, the Seller shall (i) immediately consult with the BUYER to determine the most expeditious means for delivering the Goods and (ii) use an expedited means of delivery, at the Seller's cost (save and except when such delay is due to Force Majeure)

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If any delivery is made which is not in all respects in accordance with the terms of this Purchase Order (including time of shipment or delivery), Buyer reserves the right to reject such delivery of Goods and, if Buyer so elects, Buyer may treat this Purchase Order as repudiated by Seller and cancel any outstanding deliveries of Goods hereunder, without prejudice to Buyer's rights to claim damages or to enforce any other remedy provided by law.

6. INSPECTION

1. The BUYER shall have a reasonable time after delivery of the Goods to inspect and reject and / or refuse acceptance of the Goods not conforming to the specifications, quality, make etc., as specified in the Purchase Order; Payment for Goods pursuant to this Purchase Order shall not be deemed an acceptance of the Goods.

2. Buyer shall have the right to inspect at Seller's establishment/ premises or upon receipt, as its election, any and all Goods and to reject those which do not conform to Buyer's specifications and quality standards, or if not so specified, which do not conform to standard specifications. Inspection prior to shipment does not relieve the Seller from any of its contractual obligations, whatsoever nature.

3. Goods not conforming to the specifications, quality, make etc., shall be rejected by BUYER and any amount paid in lieu thereof shall become payable to the BUYER upon a written rejection by BUYER.

4. The Seller shall collect the rejected Goods at his/ their cost and expenses within seven (7) days from the date of the rejection of Goods from the BUYER.

7. TITLE

Title to, and risk of loss of, Goods purchased under the Order shall rest upon Seller until such Goods are delivered at a location specified in the Order or, if no such location is given, then when they are delivered to a public carrier consigned to Buyer, or are delivered and accepted by Buyer, post inspection.

8. INSURANCE OF GOODS

Seller shall not insure the Goods for Buyer's account unless the terms of this Order or any other communication between the parties may so require.

9. LABOR

If this Order covers the performance of labor on Buyer's premises, Seller agrees to indemnify and protect Buyer against all claims and liabilities for injury or damage to any person or property arising out of the performance of this Order.

10. INVOICING

The Seller shall submit the Invoice containing all the required information such as the quantity, the price, the discount, applicable taxes etc., in respect of the Goods supplied and accepted by the BUYER in original while dispatching the Goods to Buyer. This order shall not be filled at higher prices than specified herein in the Purchase Order.

11. INTELLECTUAL PROPERTY RIGHTS:

Herbalife Intellectual Property Right: The Seller acknowledges and agrees that Herbalife owns, reserves and retains any and all rights and interest over trademarks, service marks, tradenames, logos or any other commercial symbol owned by or licensed to Herbalife ("Herbalife Trademarks") and Herbalife Proprietary Rights including Herbalife products and formulations or any other intellectual or industrial property (including but not limited to patents, domain names, industrial designs, schematics, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information) owned by or licensed to Herbalife, whether registered or unregistered and whether arising by operation of law, contract, license, or otherwise subsisting or recognized under the Applicable Law or laws of any other applicable jurisdiction (collectively, "Herbalife Intellectual Property Rights"). The Seller shall not have any right nor shall the Seller assert or claim any legal or equitable right or interest, in whole or in part, to Herbalife Intellectual Property Rights provided by Herbalife to the Seller for performing Services under this Act. The Seller will not use Herbalife's Intellectual Property Rights for marketing or promotional purposes without prior written permission from Herbalife.

12. PRICE AND PAYMENT

The price of the Goods shall be as agreed between the Buyer and the Seller and shall include the cost of sales and the profit margin as mentioned in this Purchase Order. The Buyer shall be under no obligation to make any payments which are over and above the price of the Goods as agreed between the parties.

The BUYER shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment

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within agreed number of days of receipt of the Seller's invoice for the Goods and copies of the shipping documents specified in this Purchase Order.

Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

Unless authorized by THE BUYER, the Seller shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

The prices shown in this Purchase Order may not be increased except by express prior written agreement of THE BUYER.

13. TAXES AND OTHER DEDUCTIONS

The Seller authorizes the BUYER to deduct from the Seller's invoice any amount representing such taxes, duties or charges, the amount of losses, damages, shortages of Goods etc., as applicable from time to time. The Seller shall ensure that the applicable taxes/ (Goods and Service Tax) GST is remitted to the relevant government authorities within the prescribed timelines and shall keep Buyer indemnified against any financial impact due to any act or omission of the Consultant under any applicable law, including the requirements under the GST Laws.

14. INFRINGEMENT

It is anticipated that the Goods to which this Order relate will be possessed, used, sold and/ or further processed by the Buyer and/ or its customers. If by reason of any of these acts a suit is brought or threatened for infringement of any patent on the Goods, their manufacture or use, or for infringement of any intellectual property rights, Seller shall at its expense defend such suit and indemnify Buyer and its customers against all loss, damages and expense including attorney's fees in connection with such suit or threatened suit, and including court-awarded damages and costs. In addition, the Seller shall, pursuant to this warranty, indemnify, defend and hold the BUYER harmless from any actions or claims brought against the BUYER pertaining to the alleged infringement of any of the intellectual property arising in connection with the goods sold under this Purchase Order.

15. REPRESENTATIONS AND WARRANTIES

Seller hereby represents, warrants and certifies to Buyer that it has established standard operating procedures (**SOP**) for the manufacture, supply and trading of the Goods and such SOP contains operating standards or procedures consistent with prevailing industry standards. Seller represents and warrants that all Goods shall be manufactured, packaged, labelled, supplied and delivered hereunder: (i) in a professional, clean, safe and sanitary manner, with all reasonable care and skill; (ii) in accordance with the specifications established by Buyer; (iii) in accordance with Sellers SOP as established by Seller; and (iv) free from defect, contamination, adulteration or misbranding. Seller further represents and warrants that all Goods will be merchantable by Buyer and fit for the intended use by traders of the Goods from Buyer.

Seller warrants to:

(i) With respect to sale of food products (including any ingredients and food additives) ♦ in pursuance of regulation 2.1.14. (2) of The Food Safety and Standards (Licensing and Registration of food business) Regulation provide a Guarantee in the form as provided for under Form E (under Annexure 3 of Schedule 2 of the above Regulation).

(ii) With respect to sale of all other Goods ♦ provide a certificate of its fitness for consumption, utilisation, further sale and quality, etc.

Seller agrees to indemnify, defend and hold Buyer and traders of Buyer's products harmless against any and all claims, losses, damages and liabilities arising out of an assertion that any product Seller sells to Buyer is adulterated, misbranded, defective or unsafe. Buyer agrees to give Seller prompt notice of claims and to cooperate with Seller in defending Buyer.

16. INDEMNIFICATION

Seller shall indemnify and hold Buyer harmless, its subsidiaries, affiliates, and controlling companies, and all of their respective directors, officers, agents and employees, and Buyer's customers, from and against any and all liability, actions, claims, demands, liens, suits, losses, costs, damages, judgments and expense, including reasonable attorney's fees, incurred or to be incurred as follows: (a) those arising out of death of or injury to any person or damage of property which resulted or is alleged to have resulted from the furnishing, use or operation of the Goods supplied by the Seller; (b) those arising in connection with the failure or alleged failure of Seller or Goods to fully comply with all warranties and guarantees of Seller otherwise with respect thereto; or (c) those arising out of Sellers negligence or misconduct, (d) those arising out of the breach of the terms and condition of this General Terms and Conditions including but not limited to breach of Confidentiality, ABAC, Representation and warranties, Intellectual Property Rights etc., Seller shall be responsible for the defense of all such actions, claims, demands and suits, and pay all costs and charges resulting therefrom; provided that Buyer may, at its option, participate in the judgment, order or decree against Buyer without Seller's consent. Buyer may, with Seller's consent, settle any such actions, claims demands and suits. Seller shall keep Buyer fully informed at all times with respect to material developments in all actions, claims, demands and suits being defended by Seller in accordance herewith, including written status reports on a quarterly basis.

17. RIGHTS OF THE BUYER

In case of failure by the Seller to fulfil his/ its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary statutory approvals etc., or to make delivery of all or part of the Goods by the agreed delivery date or dates, The BUYER may, after giving the Seller reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the Goods from other sources, in which event the BUYER may hold the Seller responsible for any additional cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the Goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of the BUYER.

18. ASSIGNMENT AND INSOLVENCY

The Seller shall not, except after obtaining the written consent of The BUYER, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Seller's rights or obligations under this Purchase Order.

Should the Seller become insolvent or should control of the Seller change by virtue of insolvency, The BUYER may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Seller written notice of termination.

19. PROHIBITION ON ADVERTISING

The Seller shall not advertise or otherwise make public that it is furnishing Goods or services to The BUYER without specific written permission of THE BUYER in each instance.

20. CONFIDENTIALITY

For purposes of this agreement/ Purchase Order, ♦Confidential Information♦ means any non-public information or material, whether written, oral, or in any other form, received or obtained at any time, whether before, on or after the date hereof, that is described as (or provided under circumstances indicating it is) confidential or proprietary. Confidential Information includes, but is not limited to, know how, product prices, marketing surveys and plans, flow charts, technical documentation, formulas, ingredients, weight control concepts, and information concerning the design, specifications and methods for the development, manufacture, packaging, supply, marketing, distribution and sale of products, in addition to the terms and conditions of this Order. Moreover, Confidential Information includes not only the information itself, but any document, sketch, design, video tape, reproduction, chart, graph, written application, or other writing or other form of communication or documentation (whether visual, audio, or otherwise) of that information. Confidential Information does not include information that a party can demonstrate with competent written proof is: (i) already lawfully known by that party at the time of first receipt from the other party and is not subject to any other nondisclosure agreement between the parties; (ii) now, or which later becomes, generally known to the industry through no fault of that party, or which is later published or generally disclosed to the public by the other party; (iii) otherwise lawfully and independently developed by that party (other than the Product Rights in the case of development by Seller), or lawfully acquired from a third party without any obligation of confidentiality; or (iv) required by any governmental authority having jurisdiction over that party asserting a right to obtain such information, including without limitation where disclosure is required to be made for the purpose of Buyer obtaining Approvals in any jurisdiction; provided however, that prior to any such disclosure pursuant to this clause (iv) (except where such disclosure is required to be made to a governmental authority in order for Buyer to obtain Approvals in any jurisdiction) the party concerned shall promptly advise the other party in the event of any request by a governmental authority for the Confidential Information and shall cooperate with the other party to assert any right of objection to such request or to seek a protective order or to take other appropriate action to protect the Confidential Information.

Without limiting the generality of the foregoing, Seller acknowledges and agrees that any and all of the Product Rights (including without limitation for proposed New Products), Buyers intellectual property and trade secrets, and information relating to any and all aspects of developing, manufacturing, distributing or multi-level marketing of Buyers products are the Confidential Information of Buyer.

Non-Use and Non-Disclosure: Each party agrees to hold in confidence and not to disclose or reveal to any person or entity any Confidential Information of the other party disclosed hereunder without the clear and express prior written consent of a duly authorized representative of the other party, except to those persons and entities who (i) are required to have the Confidential Information in order for the party receiving the information hereunder to exercise its rights or perform its obligations under this Order or for testing, evaluating or sampling proposed products for inclusion in this Order, and (ii) are bound by an obligation of confidentiality no less stringent than that set forth in this Order. Each party further agrees not to use or disclose any Confidential Information of the other party for any purpose at any time, other than for the limited purpose(s) referred to in this agreement/ Order. In the event that a party is directed to disclose any portion of any Confidential Information of the other party or any other materials proprietary to the other party in conjunction with a judicial proceeding or arbitration, the disclosing party shall immediately notify the other party both orally and in writing and shall provide the other party with reasonable cooperation and assistance in obtaining a suitable protective order and in taking any other steps to preserve confidentiality.

21. FORCE MAJEURE

Neither party shall be liable for any delay or failure of performance due solely to strikes, fires or other causes beyond its control and without its faults or negligence, provided that the party subject to such delay shall have given written notice to the other of any such cause for delay or anticipated delay promptly following the commencement thereof. If Seller should be unable, due

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to such cause, to meet all of its delivery commitments for the Goods ordered herein as they become due, Seller shall not discriminate against Buyer or in favor of any other customer in making deliveries of such Goods. Seller shall use its best efforts to make deliveries as expeditiously as possible taking such cause for delay into account. However, if Buyer believes that the delay or anticipated delay in Seller's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operations, Buyer may at its option, and without liability to Seller, cancel outstanding deliveries hereunder wholly or in part.

22. COMPLIANCE WITH ALL APPLICABLE LAWS

The Seller shall comply and ensure that all its subcontractors, if any, comply, fully with all applicable laws to its/ their business at all times and under no circumstances, the Buyer shall be responsible nor liable for any such lapse / non compliances of the Seller. Upon request by Buyer, Seller shall furnish Buyer with a copy of any and all documentation of any kind demonstrating that Seller is in compliance with, and has complied with, all Laws.

23. ANTI-BRIBERY AND ANTI-CORRUPTION:

- I. Seller and its affiliates, subsidiaries, directors, officers, employees, agents, consultants, and all other persons acting on its behalf shall at all times comply with (1) the Supplier Code of Conduct of Herbalife's ultimate parent, Herbalife Ltd., (2) the U.S. Foreign Corrupt Practices Act, (3) the UK Bribery Act 2010, and (4) any other applicable anti-bribery and anti-corruption laws ("ABAC Laws").
- II. In connection with any aspect of this Agreement or any other transaction involving Herbalife (or any of Herbalife's affiliates, subsidiaries or ultimate parent, collectively, the "Herbalife Group"), neither Seller nor any of its affiliates, subsidiaries, directors, officers, employees, agents, consultants, or other persons acting on its behalf shall take any action, directly or indirectly, that may result in a violation of the ABAC Laws by the Seller or the Herbalife Group, including, without limitation, by making, offering, authorizing, or promising any payment, contribution, gift, business courtesy, bribe, rebate, kickback, or any other thing of value, regardless of form or amount, to any (i) government official or employee, (ii) employee of a foreign or domestic government-owned or government controlled entity, (iii) foreign or domestic political party, political official, or candidate for political office, or (iv) any officer or employee of a public international organization, to obtain a competitive advantage for any party or to receive favorable treatment in obtaining or retaining business. Should Seller learn or have reason to know that conduct has or may have occurred in violation of this provision, it will immediately notify [Herbalife].
- III. At Herbalife's request, Seller and any of its affiliates, subsidiaries, directors, officers, or employees that perform tasks pursuant to this Agreement will certify in writing that they have not engaged in conduct in violation of parts I or II of this Clause.
- IV. Notwithstanding anything contained in this Agreement to the contrary, no rights or obligations of, or services to be rendered by, the Seller that involve any interaction on behalf of any member of the Herbalife Group with a government official or an entity owned or controlled by a government official under this Agreement shall be assigned, transferred, or subcontracted to any third party without the prior written consent of Herbalife. In no event shall Herbalife be obligated under this Agreement to take any action or omit to take any action that it believes, in good faith, would cause it to violate the ABAC Laws.
- V. Herbalife or a third party of its choosing shall have the right to access, review, and audit the books, records, and accounts of Seller and any of its affiliates and subsidiaries, to the extent that they are relevant to this Agreement or any other transaction involving Herbalife. Such access, audit, and review shall be reasonable as to scope, place, date, and time.

If Seller breaches any of the parts of this clause, Herbalife may terminate this Agreement without penalty upon service of written notice on the Seller.

24. SETTLEMENT OF DISPUTES

a) Amicable Settlement

The Parties hereto shall use their best efforts to settle amicably any dispute, difference, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof.

b) Arbitration

Unless, any such dispute, difference, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the provisions of the Indian Arbitration Act. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

25. JURISDICTION

The Purchase Order is governed and construed in accordance with the laws of Union of India. Any or all proceedings relating to the subject matter hereof shall be maintained in the Courts in Bangalore, Karnataka, which courts shall have exclusive jurisdiction for such purpose.

26. PRIVILEGES AND IMMUNITIES

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Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges. In the event of any conflict between the terms of this General Terms and Conditions and any definite agreement between the Parties , the terms of agreement shall prevail.

This document is intended provide certain key conditions of purchase of goods, not intended or designed to be definitive terms and conditions of specific goods and / or availing specific services. Should you have any doubts on a legal issue not addressed by this document, please seek guidance from your in house legal counsel

Herbalife International India Pvt. Ltd.