



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK20667150401089U
Certificate Issued Date : 25-Nov-2022 03:37 PM
Account Reference : NONACC (SV)/ uk1260104/ DEHRADUN/ UK-DH
Unique Doc. Reference : SUBIN-UKUK126010446855300634367U
Purchased by : BECKMAN COUTTER INDIA
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : BECKMAN COUTTER INDIA
Second Party : SWAMI RAMA HIMALAYAN UNIVERSITY
Stamp Duty Paid By : BECKMAN COUTTER INDIA
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



At.No.-1/No.-158
Chhendra Prasad Kethiyai
STAMP VENDOR
Court Compound, Dehradun

OPERATING LEASE AND SERVICE AGREEMENT

Dated: 29th November 2022 ("Commencement Date")

Between

Beckman Coulter India Private Limited ("Beckman Coulter"), a company incorporated under the Companies Act, 1956, and having its Registered Office at Unit Nos. TF-B-07 (A) To 15, Third Floor, B Wing, Art Guild House, Phoenix Market City, LBS Road, Kurla (West), Mumbai – 400 070; and

BC initials:



Customer initials:

Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of BHU)
Swami Ram Nagar, P.O. Jolly Grant
Dehradun-248140

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.photostamp.com or using e-Stamp Mobile App of India Post.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy of the stamp of the certificate is on the user of the certificate.
4. In case of any discrepancy please inform the Company Proprietary.

("Customer")

Swami Rama Himalayan University (SRHU), Swami Ram Nagar, Beside Jolly Grant Airport, Doiwala, Dehradun,
Uttarakhand - 248016.

It is agreed:

The following Beckman Coulter equipment, further details of which are given in Schedule A ("Equipment"), shall be installed at the Customer's premises for the Customer's use over a period of **7 Years** ("Term"):

Statement of Key Terms

- A. The Equipment is and shall remain the property of Beckman Coulter throughout the Term.
- B. The agreement between Beckman Coulter and the Customer consists of the following documents:
- (i) this Statement of Key Terms;
 - (ii) details of the Equipment, which are set out in Schedule A;
 - (iii) details of the Consumables and Services to be purchased by the Customer and the prices to be paid for those Consumables and Services, which are set out in Schedule B and Schedule D respectively; and
 - (iv) Beckman Coulter's General Lease Terms and Conditions, which are set out in Schedule C ("Conditions").
- C. Subject to all payments associated with this Agreement being made in accordance with its terms, Beckman Coulter agrees to:
- (i) deliver and install the Equipment at the Customer's premises specified in Schedule A on a date and at a time to be agreed between the parties; and
 - (ii) train the Customer's personnel in the correct use of the Equipment; and
 - (iii) allow the Customer to use the Equipment at the Customer's premises throughout the Term; and
 - (iv) service the Equipment in accordance with the Conditions and Schedule D; and
 - (v) give the Customer the option to negotiate a new agreement at the end of the Term.
- D. The Customer agrees to:
- (i) purchase during the Term at least the quantities of Consumables from Beckman Coulter as set out in Schedule B ("Quantity Commitment") and the service support set out in Schedule D; and
 - (ii) make payments to Beckman Coulter at the times and in the manner specified in this Agreement; and
 - (iii) allow authorised Beckman Coulter personnel access to its premises to install, service and repair the Equipment during the Customer's normal working hours in accordance with the Conditions and with Schedule D; and
 - (iv) ensure that the Equipment is maintained in good working order in accordance with the Conditions; and
 - (v) on expiry of the Term, either negotiate a further term, or promptly allow authorised Beckman Coulter personnel to remove the Equipment from the Customer's premises.

BC initials: N Sridhar



Customer initials: [Signature]

Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)
Swami Ram Nagar, P.O. Jolly Grant
Dehradun-248100

Payment terms: Customer shall pay all invoices submitted to it by Beckman Coulter or its affiliate distributors within 30 days of the date set out on the invoice.

SIGNATORIES

I confirm on behalf of Himalayan Hospital (SRHU) that we have read and understood this Agreement and that we agree to its terms.

Signed by: Dr. S.L. Jethani

(Signature)

(Print name) Chief Medical Superintendent

Himalayan Hospital

(A constituent unit of SRHU)

For and on behalf of Swami Ram Nagar, P.O. Jolly Grant

Dehradun-248120

(Customer name)

Being duly authorised

24/01/2023

Agreed and accepted by:

(Signature) N. Sridhar

(Print name) Natarajan, Sridhar

For and on behalf of

Beckman Coulter Private Limited

Being duly authorised



BC initials: N. Sridhar

N. Sridhar Jan 17, 2023 10:14:00 AM



Customer initials:

Sesem

Chief Medical Superintendent

Himalayan Hospital

(A constituent unit of SRHU)

Swami Ram Nagar, P.O. Jolly Grant

Dehradun-248120

Schedule A

The Equipment

Part No.	Description	Quantity
	Dxl 800 New	1 Unit

Address at which Equipment will be installed:

Swami Rama Himalayan University (SRHU),
Swami Ram Nagar,
Beside Jolly Grant Airport,
Doiwala, Dehradun,
Uttarakhand - 248016.

Contact Person	HOD Biochemistry
Email Id	hod.biochemistry@srhu.edu.in
Contact No	0135- 2471316

BC initials: *N Sridhar*

N Sridhar (Jan 17, 2023 19:14 GMT+05:30)



Customer initials: *S*

Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)
Swami Ram Nagar, P.O. Jolly Grant
Dehradun - 248016

Schedule B
PRICE AND QUANTITY COMMITMENT

The customer undertakes to purchase at least the following quantities of consumables/reagents at the rate set-out below during each period of 12 months starting from the installation date:

5% incremental business Year on Year

Item No	Description	Offer Price	Kits / Year	Annual Business
A13422	Free T3	4464	30	133920
33880	Free T4	4464	30	133920
33830	Total T3	3100	20	62000
33800	Total T4	3000	20	60000
B63284	TSH Reagent (3rd Gen)	9504	40	380160
A13430	Free T3 Cals S0-S5	3420	2	6840
33885	Free T4 Cals S0-S5	3420	2	6840
33835	Total T3 Cals S0-S5	4700	2	9400
33805	Total T4 Cals	4200	2	8400
B63285	TSH (3rd Gen.) Calibrator Set, 2.5 ml / vial	3420	2	6840
33520	hFSH	7056	12	84672
33510	hLH	7056	12	84672
33530	Prolactin	6480	15	97200
33525	hFSH Cals	3492	2	6984
33515	hLH Cals	3492	2	6984
33535	Prolactin Cals	6751	2	13501
A16972	Intact PTH (Routine or Intraoperative)	15000	5	75000
A98856	✓ 25 (OH) Vitamin D Total for use on Dxl ✓	32000	30	960000
A16953	Intact PTH (Routine or Intraoperative)Cals S0-S5 ✓	6650	2	13300
A98857	✓ 25 (OH) Vitamin D Total Cals for use of Dxl ✓	11400	2	22800
33020	Ferritin	7920	20	158400
A98032	Folate	12500	20	250000
33000	Vitamin B12	7920	50	396000
33025	Ferritin Cals	3213	2	6426
A98033	Folate RBC Cals S0-S5	6000	2	12000
33005	Vitamin B12 Cals	3213	2	6426
B52699	ACCESS hsTNI 2X50 DET	9500	20	190000
B52700	ACCESS hsTNI CALS S0-S6	4000	2	8000
C22593	ACCESS PCT 2X50 DET	57000	30	1710000
C22594	ACCESS PCT CALIBRATOR KIT	6500	2	13000
B1906	Substrate 4 X 130ML (Access / Dxl)	15732	46	723672
386167*	✓ Ringed Reaction Vessels 10000's (Dxl)	1710	16	27360
A16793	✓ Wash Buffer II, 1 x 10 L (Dxl)	2736	156	426816
81911	Contrad 70, 1 X 1 Ltrs.	2043	1	2043
81912	Citranox, 1 X 1 Gallon	3800	2	7600
81910*	System Check Solution, 6 X 4M	1900	8	15200
C62616	✓ UniCel Dxl Waste Bags, 100 Pack	4275	1	4275
B1902*	Sample Cup 1000X2ML	950	3	2850
651412*	Sample Cup .5ML 1000/PK	1000	2	2000
A14206	ImprFOL Lysing Agent	4000	1	4000
	Annual Business			6139501
	Monthly Business			511625

BC initials: N Sridhar

N Sridhar (Jan 17, 2023 19:14 GMT+5:30)



Customer initials: S.S.

Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)
Swami Ram Nagar, P.O. Jolly Gra. II
Dehradun-248106

*"Customer agrees that the quantity of "Subsidized items" mentioned in Schedule B above is an estimated number of essential consumables required for the instruments to perform tests on the analyzer as per IFU and Operating instructions. The quantity of Subsidized items is calculated by BCIPL on the basis of estimated number of test volume given by the customer. BCIPL can reduce, increase or change the quantity of Subsidized items in accordance with change in test volume or test mix performed by the customer. If the customer ends up consuming beyond prescribed quantities BCIPL may approach for remedy by way of charging such consumables. Any decision by BCIPL in this regard will be final."

Taxes Extra

BC initials: N Sridhar

N. Sridhar (Jan 17 2023 19:14:05)



Customer initials: Chief Executive Officer
Himalayan Hospital

(A constituent unit of SRHU)
Swami Ram Nagar, P. O. Jolly Grant
Dehradun-248140

Schedule C

OPERATING LEASE AND SERVICE TERMS AND CONDITIONS

1. **Definitions and Interpretation:** In these terms and conditions ("Conditions") the following words shall have the following meanings:

"Agreement" means the Operating Lease and Service Agreement between Beckman Coulter and the Customer of which these Conditions form part;

"Anti-Corruption Laws" means the Prevention of Corruption Act 1988, the United States Foreign and Corrupt Practices Act, the United Kingdom Bribery Act 2010 and any other applicable anti-corruption laws;

"Business Day" means a day other than a Saturday, Sunday or a bank or public holiday in India;

"Commencement Date" means the date first set out on page 1;

"Consumables" means reagents, calibrators, controls and any other disposable items intended for use in connection with the Equipment;

"Equipment" means the equipment leased to the Customer pursuant to this Agreement;

"Force Majeure Event" means any event beyond a party's reasonable control, which by its nature could not have been foreseen or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, flood, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme weather conditions, or default of suppliers or subcontractors;

"Installation Date" means the date on which Beckman Coulter's authorised service engineer signs an installation certificate for the Equipment;

"Operator Manual" means the instruction manual provided by Beckman Coulter according to which the Equipment must be operated in order to benefit from the warranty provisions of clause 20;

"Quantity Commitment" means the minimum quantity of Consumables that the Customer agrees to purchase during each Year;

"Services" means any services to be provided by Beckman Coulter during the period of this Agreement;

"Year" means the period of 12 months from the Installation Date and each subsequent period of 12 months during the Term;

2. Headings are for ease of reference only and shall not affect the construction of these Conditions. References to persons include an individual, company, corporation, firm or partnership, and references to the singular include the plural and vice versa as the context admits or requires.
3. **Application of terms:** These Conditions shall apply to the Agreement to the exclusion of all other terms and conditions provided by the Customer or which could be inferred by trade, custom, practice or course of dealing. If there is any inconsistency between these Conditions and any other document, these Conditions will prevail.
4. **Price:** The prices payable by Client to Beckman Coulter pursuant to this Agreement are set out in Schedule B and Schedule D as amended and updated from time to time. Prices for Consumables include the cost of packaging and delivery to the Client's premises. If prices for Services are not included in the Quantity Commitment, Beckman Coulter will invoice the Client for those Services in accordance with Schedule D. It is hereby clarified that Beckman Coulter has duly complied with the provisions of Anti-Profitsteering Rules, 2017 and the prices of Consumables have been arrived at by taking into consideration the tax benefits, if any, that may have accrued to Beckman Coulter directly or indirectly due to the introduction of goods and services tax (GST) under Central Goods and Services Tax Act, 2017 and have been mutually agreed by the parties. Such prices are exclusive of GST rates applicable on the Consumables and Services. GST and other related taxes, if any as applicable on all Consumables and Services provided to Client shall be charged at actuals as per the applicable provisions of law in force during the period of supply/use.
5. **Cyber Fraud Prevention:** Beckman Coulter and the Customer both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Beckman has provided wire transfer instructions the following, for remittance of any undisputed payments due under this Agreement. In the event that there is a change in the wire transfer instructions, Beckman will provide an updated wire transfer details in writing on a business letterhead and will be shared by an authorized representative. Beckman will provide for a ten (10) business day grace period to verify any wire transfer instruction changes before any outstanding payments would be due using the new instructions. The Customer shall validate any request it may receive for payments and/or bank details by speaking directly with Beckman's Accounts Receivable department.

Wire Transfer Details:

Account holders Name: Beckman Coulter India Pvt Ltd

Name of Bank: CITI Bank

City and State: Mumbai, Maharashtra (India)

Account Number: 0520383018

IFSC Code: CITI0100000

BC initials: N Sriidhar

N Sriidhar, Jan 17, 2023 19:14 GMT+05:30



Customer initials: [Signature]
Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRMU)
Swami Ram Nagar, P.O. Jolly Gra
Dehradun-248146

6. **Payment Terms:** Payment under this Agreement is due at the times and in the amounts set out in this Agreement. Payments sent by post shall be at the Customer's sole risk. If the Customer fails to pay an invoice by the due date, Beckman Coulter will be entitled to charge the Customer a late fee, interest and the costs of debt collection in relation to all amounts due at the rate of 1.5% per month from the date due until the date of payment. If at any time Beckman Coulter believes that the Customer's creditworthiness is in doubt, Beckman Coulter may require alternative payment terms or assurances of the Customer's performance. No payment shall be deemed to be complete until Beckman Coulter has received cleared funds.
7. **Exchange rate fluctuation:** The prices set out in this Agreement are based on the published exchange rate of the Reserve Bank of India between the United States dollar (US\$) and the Indian Rupee (INR) (Exchange Rate) on the commencement Date. If at any time the Exchange Rate varies by more than 10%, Beckman Coulter reserves the right to adjust the prices set out in Schedule B by 30 days' written notice to the Customer.
8. **Care of Equipment:** The Customer shall:
- before delivery of the Equipment, ensure that its premises are adequate to house the Equipment when installed, including the provision of appropriate air conditioning, cleanliness, a dust free environment and a stable power source with appropriate earthing for electrical equipment as prescribed by Beckman Coulter in its Pre Installation Site Readiness Requirements (PISRR) for the Equipment; and
 - keep the Equipment in the Customer's possession, custody and control at the location set out on page 1 of this Agreement from the Installation Date until the Equipment is removed by Beckman Coulter; and
 - ensure that the Equipment is kept in good repair and proper working condition in accordance with the Operator Manual and any other instructions which may be issued by Beckman Coulter from time to time in relation to the Equipment; and refrain from making any modifications to the Equipment; and
 - obtain and maintain, at its own expense, any licences, permits or registrations which it may require to use the Equipment in accordance with the Operator Manual and this Agreement; and
 - allow Beckman Coulter or its authorised representative, at reasonable times and on reasonable notice, access to the premises where the Equipment is installed for the purposes of inspection, testing, preventive maintenance and repair.
9. **Preventive Maintenance:** Beckman Coulter shall from time to time during the Term and in accordance with its standard preventive maintenance practices, the warranty set out in clause 20 and the Service Plan set out in Schedule D attend, or procure that its authorised representative attends, the Customer's premises where the Equipment is installed and perform maintenance and servicing on the Equipment. Beckman Coulter shall, however, be under no obligation to service or repair Equipment which:
- has been damaged for any reason not attributable to Beckman Coulter or its authorised representatives; or
 - has been used in connection with Consumables manufactured by a third party and/or not supplied by Beckman Coulter; or
 - is defective owing to a failure by the Customer to use that Equipment in accordance with the Operator Manual or other instructions given by Beckman Coulter; or
 - has not been de-contaminated in accordance with the Operator Manual; or
 - is in use at the time scheduled for the repair or servicing.
10. **Repairs:** If a defect is found in the Equipment as a result of a breach of the warranty given in clause 20 below, Beckman Coulter shall at its option, without charge, either repair (during Beckman Coulter's normal business hours) or replace the non-conforming Equipment. Any repairs performed for any other reason, and any Service performed outside the warranty period, will be charged to the Customer in accordance with Schedule D.
11. **Duration:** This Agreement shall commence on the Commencement Date and shall continue until the expiry of the Term unless earlier terminated by either Beckman Coulter or the Customer pursuant to clauses 12, 13 or 14 below. At the end of the Term this Agreement shall automatically renew for successive periods of 12 months (Renewal Period). If either party wishes to terminate this Agreement at the end of the Term or of any Renewal Period it shall give the other party at least 180 days' notice in writing before the expiry of the Term or the then current Renewal Period.
12. **Termination by Beckman Coulter:** Beckman Coulter may terminate this Agreement at any time immediately upon written notice to the Customer and without incurring any liability if:
- the Customer is declared bankrupt or enters into an individual voluntary arrangement, liquidation, receivership, administration or into a corporate voluntary arrangement as defined by the insolvency legislation in force in Customer's country of business;
 - the Customer ceases, or threatens to cease, to carry on business;
 - the Customer suffers or undergoes any procedure analogous to any of those specified in clauses 12 (a) or (b) above or any other procedure available in the country in which the Customer is constituted, established or domiciled; or
 - the Customer assigns, or purports to assign, its rights and/or obligations under this Agreement to any other person; or
 - the Customer moves the Equipment from the premises where it was installed on the Installation Date without the prior written consent of Beckman Coulter; or

BC initials: N Sridhar

N Sridhar (Jan 17, 2023 19:14) [Signature]

Customer initials: SuperintendentHimalayan Pradesh

(A constituent of the Government)

Swami Ram Nagar, P.O. Jolly Ghat
Dehradun-248100

- (f) the Customer breaches any of its obligations under this Agreement or any other agreement between Beckman Coulter and the Customer and, if the breach is remediable, fails to remedy the breach within 30 days of a written notice from Beckman Coulter specifying the breach and requiring its remedy; or
- (g) the Customer submits any information to Beckman Coulter that is untrue or misleading in any material respect;
- (h) Beckman Coulter has reason to believe that the Equipment or Beckman Coulter's title to the Equipment is in jeopardy; or
- (i) the Customer fails to meet the Quantity Commitment in any Year; or
- (j) the Customer, without Beckman Coulter's prior written consent, uses in connection with the Equipment any Consumables or other items manufactured by a third party.
- (k) the Customer engages in activities which would constitute a breach of Anti-Corruption Laws, including but not limited to requesting or giving a bribe or kickback from or to any Beckman Coulter employee.
13. **Termination by Customer:** The Customer may terminate this Agreement immediately upon written notice to Beckman Coulter at any time and without incurring any liability if Beckman Coulter, other than as a result of a Force Majeure Event or as a result of any fault on the part of the Customer, fails to provide any Consumables or to perform any services in accordance with this Agreement, such that the Equipment is out of use for a period of five consecutive Business Days.
14. **Renegotiation by either party:** Commencing on the second anniversary of the Installation Date and on each anniversary thereafter, Customer or Beckman Coulter has the right to renegotiate this Agreement on a prospective basis if Customer's annual reagent purchase volumes substantially decrease, as measured over the preceding Year. This right can only be exercised by giving written notice to the other party within thirty (30) days following the anniversary date.
15. **Effects of Termination:** On termination of this Agreement for any reason, the Customer shall immediately pay any sums due to Beckman Coulter from the Customer under this Agreement or any other agreement between the Customer and Beckman Coulter, together with any interest which may be payable on those sums and any costs of debt collection. Beckman Coulter may, in addition, invoice the Customer for any costs incurred by Beckman Coulter in repossessing and repairing the Equipment owing to any failure by the Customer to comply with the provisions of clause 16. Where Beckman Coulter terminates this agreement pursuant to clause 12, Beckman Coulter shall also be entitled to invoice the Customer for the difference between the Quantity Commitment and the amount of Consumables actually purchased by the Customer from the Installation Date until the date of termination.
16. **Title:** The Equipment is and shall at all times remain the exclusive property of Beckman Coulter whether or not attached to real property. The Customer shall:
- ensure that the Equipment is installed at the location set out in Schedule A from the Installation Date until it is removed by Beckman Coulter; and
 - claim no legal interest in the Equipment other than the rights granted in this Agreement;
 - keep the Equipment free and clear of all liens and encumbrances and shall not hypothecate the Equipment to any bank or other third party; and
 - refrain from moving the Equipment from its installed location without the prior written consent of Beckman Coulter; and
 - take appropriate action to store, maintain, and protect the Equipment in accordance with Beckman Coulter's instructions.
- If, for any reason, it is determined that title to any Equipment has passed to the Customer, a security interest in the Equipment shall automatically arise in favour of Beckman Coulter for all amounts owed by the Customer to Beckman Coulter under this or any other agreement. The Customer shall co-operate with Beckman Coulter in perfecting and maintaining Beckman Coulter's security interests. Beckman Coulter may assign, in whole or in part, this Agreement and any of its rights under it to any third party. By assigning the benefit of this Agreement to a third party Beckman Coulter may vest ownership of all or any part of the Equipment owned by Beckman Coulter in the third party, who shall become the owner of the Equipment for the purposes of this Agreement and shall be entitled to enforce the terms of this Agreement against the Customer and be bound by the terms of this Agreement.
17. **Delivery:** Beckman Coulter will supply and install the Equipment within a reasonable time after the Commencement Date.
18. **Acceptance:** The Equipment will be deemed accepted by the Customer 60 days after the Installation Date unless the Customer has notified Beckman Coulter in writing of any defect or non-conformity prior to that date. Defective, non-conforming or missing Equipment will be addressed according to the warranty provisions of clause 20.
- Third Party Rights:** This Agreement is solely for the benefit of, and will be enforceable only by, the Customer, Beckman Coulter and the respective successors and assigns of each party (to the extent permitted under this Agreement).
20. **Limited Warranty:** Subject to the remaining provisions of this clause 19, Beckman Coulter warrants to the Customer that:
- the Equipment will perform in all material respects in accordance with the Operator Manual, for 12 months from the Installation Date; and

BC initials: N. Sridhar

N. Sridhar (Jan 17, 2023 19:14:07)



Customer initials: Seale

Chief Medical Superintendent
Kishore Hospital
(A constituent unit of SRHU)
Swami Ram Nagar, P. O. Jolly Grant
Dehradun-248130

(b) any services performed by Beckman Coulter under this Agreement will be performed in a workmanlike manner.

The repair or replacement by Beckman Coulter of the Equipment will be Customer's exclusive remedy for defective Equipment. If Beckman Coulter replaces any component under this warranty or as a result of any Services performed under this Agreement, Beckman Coulter will own the both the replaced and the replacement component. The Customer's exclusive warranty for services not performed in a workmanlike manner will be re-service of the Equipment. If a third party manufactured product is supplied to the Customer pursuant to this Agreement (such as software, printers, or personal computers), Beckman Coulter assigns to the Customer any rights that may exist under the warranty provided by the manufacturer. Beckman Coulter does not, however, warrant the performance of the third party manufactured product or provide any remedy for failure of the third party product to perform. The Customer's exclusive remedy for failure of any third party product is any remedy that may exist under the warranty rights passed through to the Customer under this clause 20. The warranties in this clause 20 are provided in lieu of all other warranties, express or implied, and are the customer's exclusive remedies relating to performance of the equipment or service. To the fullest extent permissible by law, Beckman Coulter disclaims all other warranties including, without limitation, any warranty that the Equipment is satisfactory or is fit for any purpose not advised by Beckman Coulter to Customer in writing.

21. **Matters Not Subject to Warranty:** Beckman Coulter's service and warranty obligations under this Agreement will not apply to repairs, replacements or claims resulting from:

- (a) Customer's failure to properly perform the maintenance required in the Operator Manual; or
- (b) repairs or relocation of the Equipment by persons other than those authorised by Beckman Coulter; or
- (c) replacements of parts, components or materials supplied by Beckman Coulter with parts, components or materials not supplied by Beckman Coulter; or
- (d) misuse, abuse, negligence, negligent operation or improper storage of the Equipment; or
- (e) modifications, disassembly, repair or tampering with the Equipment by any person other than Beckman Coulter's authorised service personnel; or
- (f) use of unauthorised non-Beckman Coulter Consumables or supplies with the Equipment;
- (g) environmental conditions outside the recommended range of the Equipment, including but not limited to unsuitable electrical supply, temperature, or humidity; or
- (h) any Force Majeure Event.

22. **Limitation of Liability:** Beckman Coulter's total liability and the Customer's exclusive remedy in respect of any claim made in connection with this Agreement will be limited to direct money damages not to exceed the amount paid by the Customer under this Agreement during the twelve months preceding the date on which the claim first accrued. Beckman Coulter will not be responsible for any damages that the Customer may incur from delayed shipment. Beckman Coulter will have no liability to the Customer or to any third parties for any loss of profit, nor for any special, indirect, incidental, consequential, exemplary or penal loss or damage of any kind, even if Beckman Coulter had been advised of the possibility of those damages and whether or not those damages are foreseeable. No claim arising out of or in connection with this Agreement may be brought by the Customer more than one year after the date the cause of action accrued. This clause 22 shall survive the termination or expiry of this Agreement.

23. **Regulatory Requirements:** The Customer acknowledges its obligation to inform its employees, consultants and associates who will use the Equipment of the Operator Manual, Beckman Coulter's labelling and instructions for use and any additional instruction notices that Beckman Coulter may issue to the Customer in connection with the use of the Equipment. Both the Customer and Beckman Coulter will comply with all applicable laws and regulations, including all laws and regulations relating to the protection of patient health information.

24. **Force Majeure:** Beckman Coulter will not be liable for any delay or failure to perform its obligations under this Agreement owing to a Force Majeure Event.

25. **Dispute Resolution:**

- (a) **Negotiation:** In case of any disputes arising out of and in connection with this Agreement or its performance, the parties shall endeavour to reach an amicable settlement through mutual consultation and negotiations. In case unable to reach on settlement within 30 days from the date on which the dispute arose, any of the party to this Agreement may make a reference to mediation in accordance with sub-clause 25(b) below.
- (b) **Mediation:** If the parties are unable to settle the dispute within fourteen (14) days after commencement of negotiations as described in clause 25(a) above, the dispute is by this clause 25(b) submitted to conciliation under the Rules of Conciliation of the Indian Council of Arbitration (the ICA Rules of Conciliation). The conciliation shall be conducted in Mumbai, the number of conciliators shall be one, and the language of the conciliation shall be English. Neither party may commence any arbitration in relation to any dispute arising from this agreement until it has attempted to settle the dispute by conciliation and either the conciliation has been unsuccessful or the other party has refused to participate in conciliation.
- (c) **Arbitration:** If the conciliation described in clause 25(b) above is unsuccessful, or if a party refuses to participate in conciliation, the other party may submit the dispute to arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration. The award made in any such arbitration shall be binding on the parties. The provisions of Part I of the (Indian) Arbitration and Conciliation Act 1996, except section 10, are expressly excluded and shall not apply to any arbitration which takes place pursuant to this agreement. The proceedings of arbitration shall be in English language. The arbitrator award shall disclose reasons. The arbitrator shall also decide on the costs of the arbitration.

BC initials: N Sridhar

N Sridhar Jan 17, 2023 13:13 + GST



Customer initials: Sesent

Chit...

(A conf...
Swami Ram Nagar, P. Gurukul, Grant
Dehradun-248140

26. **Governing Law:** This Agreement is made and entered into in Mumbai, Maharashtra State, India and shall be governed by and interpreted under the laws of India.
27. **Whole Agreement:** These Conditions, together with the documents referred to in them, constitute the entire agreement between the Customer and Beckman Coulter with respect to the subject matter described within them and supersede all other agreements between the Customer and Beckman Coulter regarding that subject matter. No amendment to this Agreement shall be binding on the parties unless set out in writing, expressed to amend this Agreement and signed by authorised representatives of each of the parties.
28. **Notices:** All notices to be served under this Agreement shall be directed to the address of each party set out on page 1 of this Agreement. All notices shall be in writing, and shall be sent by post, courier, electronic mail, or facsimile transmission. Notices sent by post shall be sent prepaid first class post, and shall be deemed to have been given on the third Business Day after posting. Notices sent by courier shall be deemed given at the time when, according to the courier's records, the first attempt at delivery was made. Notices sent by electronic mail or facsimile transmission shall be deemed given at 10:00 a.m. local time on the first Business Day after the date they are transmitted subject to the notice being sent to the correct fax number and a notice of the successful transmission being received by the sender.
29. **Assignment:** The Customer may not assign, pledge, encumber, sublease or transfer this Agreement, or any rights or obligations under this Agreement or disclose to any third party (except as required by law) any information relating to the pricing and structure of this Agreement without Beckman Coulter's prior written consent, which may be withheld in Beckman Coulter's absolute discretion.
30. **Waiver:** The rights of each party under this Agreement: (a) may be exercised as often as necessary; (b) are cumulative and not exclusive of rights or remedies provided by law; and (c) may be waived only in writing and specifically, and delay in exercising or non-exercise of any such right is not a waiver of that right.
31. **General:** Headings in this Agreement are for convenience only and will not constitute part of this Agreement. If any provision of this Agreement is declared void, illegal, or unenforceable, the remainder of this agreement shall remain valid and enforceable to the extent permitted by law. The parties shall use their best efforts to replace the invalid or unenforceable provision with a provision that, to the extent permitted by law, achieves the purposes intended under the invalid or unenforceable provision. This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Each party shall pay the costs and expenses incurred by it in connection with the entering into of this Agreement. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture or an agency or employment relationship between the parties and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other party in any way.

BC initials: N Sridhar

N Sridhar / Jan 17, 2023 19:14 GMT+05:30



Customer initials: Chlek Medica Superintendent

Himalayan Hospital
(A constituent Unit of (Pvt) Ltd)
Swami Ram Narayan Gurukul, Gurgaon
Delhi-122002

**SCHEDULE D
SERVICE PLAN**

The Customer agrees to purchase and pay for Services in accordance with this Schedule D, at the prices set out below. Beckman Coulter reserves the right to increase the prices set out in this Schedule D no more frequently than once every 12 months in line with the corresponding increase in the Indian consumer price index during the immediately preceding 12 month period.

Equipment Description	Annual Service Pricing per Equipment Quantity							Total Service Price (INR)
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
Warranty	NIL	NA	NA	NA	NA	NA	NA	NA
AMC/CMC (Choose One)	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL

Service Plan

The Customer agrees to the terms of the Services specified in this Agreement. The Services include:

- (a) Telephone technical support from 7 a.m. to 7.00 p.m. Monday to Saturday (excluding public holidays) for the following products: AU 400, AU 480, AU 680, DXC 600, DXC 800, Access, DXI 600, DXI 800, HMX, LH 500, LH 750, DXH800, DXH900; and
- (b) parts, labour and travel for on-site service calls during Beckman Coulter's normal business hours.

The Services, including their limitations and exclusions, are further described in the service description manual provided with the Equipment. The Customer shall make the Equipment available to Beckman Coulter at the agreed upon service time or pay Beckman Coulter an additional charge based on Beckman Coulter's prevailing service rates for the service call. Service fees do not include (i) moving, re-installing, de-installing or decontaminating the Equipment, (ii) service on any uninterruptible power systems, line conditioners, or laboratory information services or (iii) repairs due to rodent or intentional damage caused to the Equipment. These will be considered as exclusions and will be charged extra to the customer for Beckman Coulter manufactured Equipment. For Equipment / accessories purchased by Customer from third party vendors, the Customer may avail service from the specific vendor at Customer's cost. If Beckman Coulter provides remote management software, including diagnostics and other services for the Equipment, including PROService, the Customer must maintain and provide network or other Internet access to the Equipment so Beckman Coulter can remotely access the Equipment. The Customer acknowledges that Beckman Coulter retains ownership of any equipment Beckman Coulter provides for remote diagnostics and services capability.

Any calls made to Beckman Coulter may be recorded by Beckman Coulter for quality, training and documentation purposes. Should the Customer disagree with such recording, the Customer may use the Beckman Mobile Service app.

If the Service Plan is not included in the total value of the Quantity Commitment, Beckman Coulter will invoice the Customer for Services quarterly in advance. Services provided during any Renewal Period will be invoiced to the Customer at Beckman Coulter's then current prices.

BC initials: N Srihar

N Srihar (20/07/2023 10:14 AM)



Customer initials: Chandrasekhar

Swami Ram Hospital

(A constituent unit of SRI
Swami Ram Nagar, P.O. Jolly
Dehradun-248140)