

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and executed on 01/04/2021 at Bengaluru.

#### **BETWEEN**

RADIAL DIAGNOSTICS PVT. LTD. a company incorporated under the provisions of Companies Act, 1956, and having its registered office at CA Site 9D,8<sup>th</sup> A cross, 16<sup>th</sup> A main road, Yelahanka new town, Bengaluru - 560064 (hereinafter referred to as RD) of the one Part.

### AND

ADICHUNCHANAGIRI CENTRAL LABORATORY B G Nagar, Nagamangala Taluk, Mandya District, Karnataka 571448, hereinafter referred to as ACL of the other Part. "RD" and "ACL" are individually and collectively referred to as "party" and "parties" respectively.

#### WHEREAS:

- RD is a company having expertise in comprehensive diagnostics with the state-of-the art-laboratory.
- ACL has requested RD to provide services, for the Fees (as defined hereunder) and RD has agreed to the same. In furtherance of the same, the parties are desirous of entering into this contract to record the terms and conditions subject to which RD shall provide its services, and the client shall pay the fees.

Radial Diagnostics takes pleasure in contracting with you as a client with the following terms and conditions on

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MEDICAL SUPERINTENDENT

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CA Site 9D, 8th 'A' Cross, 16th 'A' Main Road, Yelahanka New Town, Near NES Bus Stop, Bengaluru – 560064.

Tel: 080-48143690, 080-28561125 E-mail: lab@radialdiagnostics.in Web: www.radialdiagnostics.in

### 1. Investigations

- All the investigations and services will be provided as described in the Directory of Services effective from 01<sup>st</sup> April 2021 however, changes if any will be intimated through circular.
- 2. The sample pick up and report delivery services will be provided by RD as per predefined routed fixed by us. However, in case of genuine emergency, the services shall be rendered at odd hours depending on availability of the courier boy at additional cost.
  - Primary responsibility of collecting samples lies with the centre collecting samples.
     RD will not be responsible for any sample loss due to natural calamities and incidences beyond our control.
  - It will be our endeavour to send you the reports of the specimens sent to us as per the schedule defined in our Directory of Services. RD will not be responsible for delays due to circumstances beyond our control.

### 3. Pricing:

- Refer to RD latest Directory of Services for the test charges. The centre agrees not
  to charge lesser than the charges mentioned in the Directory of services. The
  charges may be revised by RD at its sole discretion, from time to time. Such changes
  will be communicated to the client. For any information or doubt, please feel free to
  Contact our centre at any time.
- Revisions in Directory of Services will be circulated time to time.
- 4. Discounts: As per the agreed rates enclosed.

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RESEARCH CENTRE

B. G. NAGARA - 571 448.

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- 5. Billing: A monthly bill statement describing patient's name, date of receipt of sample, Sample Identity number, total charges, collection charges, and net charges payable will be issued for every month (from 28th of a month to 25th of the next consecutive month). Any discrepancy in the bill has to be reported within 3 days of the receipt of the bill in writing at our email address only lab@radialdiagnostics com Delayed request will not be addressed.
- 6. Sampling: Samples are to be sent to laboratory as per the sample procedures defined in our Directory of Services. The lab has to make arrangements for additional sampling in case samples are not collected as per the procedure/Quality not Sufficient/for repetition of the sole discretion of the laboratory.

# 7. Payments:

- Payments should reach us within 30 days of receiving the bill. Delayed payment will attract interest at the rate of 18% per annum. If the due amount exceeds the credit limit sanctioned by us in the system, services will be automatically deactivated without
- Payments to be made by cheque or DD favouring "Radial DiagnosticsPvt Ltd".
- For ACLS purpose, our PAN No.: AAICR1943GCertificate is to be issued to us timely, maximum by 30<sup>th</sup>Aprilof every financial year.
- We recommend avoiding cash payments. Cash transactions should be done with prior information to the management, solely at your responsibility. RD will not be responsible for loss of cash in transit and such complaints will not be entertained.
- Please take an acknowledgement and signature of the RD representative receiving cash, which needs to be produced in case of dispute.
- Though we shall be sending the receipts of the payments, you are requested to pursue the matter in case the receipt is not obtained.
- In case of default of payment client code will be deactivated with immediate effect without notice or cheque bounce Rs.500/- will charge as Bank charges.

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- 8 Accounts: For account/audit purpose, if required by us, you are requested to share your statement of account with us.
- 9. Confidentiality: Both of us shall not share any confidential information with third party/parties.
- 10. Loyalty: The centre agrees to send all the referral test to Radial Diagnostics.
- 11. Limitation of Liability:
  - The parties agree that RD shell provide all services under this contract professionally and in compliance with applicable law. If despite such care and due diligence the deliverables or any part thereof is found to be incorrect or incomplete the total liability of RD shall be limited to carrying out retest of the sample provided or carrying out another test using such method which can provide reasonably error free result, free of coast. The selection of the alternative test shall be made by RD at its sole discretion.
  - In case ACL is handed over to other Management or party, Liability of due payment lies with the Management or Party having MOU with Radial Diagnostics.

This non-exclusive agreement will be valid till 31/03/2024 and can be extended by mutual consent of both the parties. However, either party will be at liberty to terminate this agreement by giving 30 days notice in writing after settling all its dues to the other party. It is mandatory as per our company policy; renewal of agreement should be done after the expiry of this MOU.

IN WITNESS WHEREOF the parties have through their respectively duly authorized representatives, executed this MOU the day, month and year first hereinabove written.

For Schalf of

Radial Diagnostics Pvt. Ltd.

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