



Abhi Impact Logistics Solutions Pvt. Ltd.

Office No. 16, 3rd Floor, Primrose the Mall,
S. No. 76/3, Near Datta Mandir, Baner Road
Pune - 411045
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transport@abhigroup.co.in

☐ CONSIGNOR COPY
☐ TRANSPORTER COPY
☐ CONSIGNEE COPY

TRANSIT INSURANCE
AT OWNER'S RISK

Freight : TO BE BILLED

PAN : AAGCA5596E

GSTIN: 27AAGCA5596E1ZH

Consignment Note No.	Consignment Note Date	From : Talegaon-MH
AB2302812	15/01/2024	To : Kutch-GJ
Consignor : Bericap India Pvt. Ltd. (Talegaon) Plot No. A-6, M.I.D.C, Talegaon, Taluka : Maval, Dist. PUNE - 410507 GST No. 27AABCB5894K1Z7		Vehicle No : GJ03BT6998 Vehicle Type : 17 FT (909) Driver Name : Raju Mob No. : 9979909344 Ref No. : IN202324136
Consignee : Cargill India Pvt Ltd (Kutch) Survey No. 415, Village Bhimasar, Tal - Anjar, Kutch - 370240 GST No. 24AAACC3269J1ZQ Contact 9723556560 prashant.mhatre@bericap.com		Invoice Dt. : 15/01/2024 Invoice No. IN202324136 Eway Bill No. : 251704831900 No. of Packages 97 Invoice Value : Rs.699580.00
Customer BERICAP INDIA Pvt. Ltd.		Vehicle Seal No. : Open Vehicle
Weight as per Invoice	4.000 Ton	Method of Packing
DESCRIPTION (Said to Contain) Plastic Cap		Cartons
		GST By CONSIGNOR / CONSIGNEE

SUBJECT TO PUNE JURISDICTION ONLY

Our Services - Transportation, Warehousing, 3PL Services, Freight Forwarding

For Abhi Impact Logistics Solutions Pvt. L



Authorised Signatory

BERICAP India Pvt. Ltd.

(EXTRA COPY)

No. A-6 / MIDC TALEGAON, Tal. Maval, Dist-Pune-410507, Maharashtra, INDIA
CIN: U2520PN2001PTC140929 PAN: AABCB5894K

ABCB5894K1Z7

27)

Inventory invoice

Invoice Number:

Invoice Date:

TAX INVOICE

GST INVOICE NO : IN202324136

DATE : 15.01.2024

Document No. : 7300058789

IRN : 4b3626e061be346b52fe60e844904431f12df508b348bc2e31586b48414bf820

Address (Billed To):

India Pvt. Ltd.
Survey No. 415, Village Bhimasar
Taluka Anjar
Kutch-370240

Name & Address (Shipped To):

Cargill India Pvt. Ltd.
Survey No. 415, Village Bhimasar
Taluka Anjar
Kutch-370240

Customer Code: 97300047

Customer Code: 97300047

Name of State: Gujarat

Place of Supply: Gujarat

State Code: GJ(24)

State Code: GJ(24)

GSTIN / UIN No. : 24AAACC3269J1ZQ

GSTIN / UIN No. : 24AAACC3269J1ZQ

Buyer's PAN No.: AAACC3269J

Cust P.O No.: 1001349702 / 05.01.2024

Mode of Transport: Truck

S.O. No.: 1037089

Name Of Transport: AbhilImpact Logistic Solutions P.Ltd

Payment terms: Within 90 days due net

Vehicle Reg No: GJ03BT6998

L.R. No.: Inco-Term.: CIF

Sr. No.	Material No.	HSN Code	Description of Goods and Services	No. & Desc. Of Pkgs	Total Qty Of Goods (Net)	Unit Of Qty	Rate/Unit Rs./1000	Total Price Of Goods (Rs)
1	116310225	39235090	BERG SPOUT 42 < GREEN 0024 *CARGILL EMB*	65 BOX	104,000	EA	3,820.00	397,280.00
2	116310243	39235090	BERG SPOUT 42 < CARGILL * YELLOW 273	32 BOX	51,200	EA	3,820.00	195,584.00

Cargill India Pvt. Ltd.
Bhimasar - Kutch
OUTWARDSr. No.
Vehicle No.
RGP No.
Checked By:Date: 17-01-24
Out Date: 12-1-24
Out Time: 12:40
Security:Cargill India Pvt. Ltd.
Bhimasar - Kutch
INWARDSr. No. 8136
Vehicle No.
Checked By:Date: 17/01/24
In Date: 10-3-20
Security:Total CGST (In Fig.): 0.00
(In words) Rs.Total SGST (In Fig.): 0.00
(In words) Rs.Total IGST (In Fig.): 106,715.52 INR
(In words) Rs. One hundred six thousand seven hundred fifteen and Fifty-two Paise Only

Total Amount In Words:- Rs.SIX HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED EIGHTY AND ZERO PAISE ONLY

Total	592,864.00
Freight	0.00
Amortization Value	0.00
Total Ass. Value	592,864.00
CGST @ %	0.00
SGST @ %	0.00
IGST @ 18 %	106,715.52
Total	699,579.52
TCS on Scrap Sale@ %	0.00
Round Off Sales	0.00
Total Invoice Value	699,580.00

for BERICAP India Private Limited

*Certified that the particulars given above are true and correct and the amount indicated represents the price actually charged and there is no flow of additional consideration directly or indirectly from Buyer.

Authorised Signatory/ Digital Signature

GENERAL TERMS AND CONDITIONS

1. OFFER & ACCEPTANCE

- i. Any supplies and/or offers made by Bericap India Private Limited (hereinafter referred to as "Seller") shall be subject exclusively to these General Terms and Conditions of Sale and Delivery (hereinafter referred to as "General Terms") unless Seller has given its express written approval to other/modified/Novated terms and conditions.
- ii. These General Terms apply and shall prevail notwithstanding anything contained contrarily in buyer's general terms and conditions and/or any prior and/or future correspondence from the Buyer, unless said deviation is specifically and expressly accepted by the Seller in Writing.
- iii. Seller's offers are non-binding and subject to confirmation unless otherwise indicated in the offer.
- iv. Notwithstanding anything in the foregoing paragraphs, if an Agreement covering procurement of the Work described in the offer exists between Seller and Buyer, the terms of such Agreement shall prevail over any inconsistent terms herein, whereas if no agreement executed or referred to between Seller and Purchaser prior to this Offer/proposal or if it will not get executed subsequently then, the terms and conditions of this offer/proposal are final and binding on both the parties.
- v. This is principal to principal agreement / Terms and Conditions between the parties and further it shall not expressly and/or impliedly construed as grant of any type of exclusivity in favour of the Buyer.
- vi. Any data on the goods provided by Seller, for example in advertising brochures etc., in particular but not limited to colours, dimensions, resilience and weights as well as visual representations (e.g. drawings and illustrations) thereof provided by the Seller are only approximate values. They do not constitute guaranteed attributes but are rather mere descriptions or designations of the goods or services to be provided and they are strictly indicative in nature and shall be precisely described in separate, in writing, if required, in accurate. Differences which are customary in trade and discrepancies arising as a result of legal requirements, due to the production technology or which constitute a technical improvement are permitted as far as they do not adversely affect the suitability for the intended and contractually agreed purpose.
- vii. Prior to confirmation of the Purchase Order or acceptance of offer made by the Seller, Buyer shall be responsible to check and verify if the ordered products are suitable for buyer's purposes, in particular regarding chemical resistance or children's safety issues. Buyer shall be exclusively responsible at his cost and personnel for obtaining any necessary permission/s as per relevant laws for use and/or storage and/or resale of the products.
- viii. Purchase Order from the Buyer, within the prescribed period from the date of receipt of these terms and conditions and offer/proposal from Seller's side shall be treated as acceptance of these presents from Buyer and then in that case present terms and conditions shall be treated as binding contract on both the parties and same shall prevail over any contrary terms and conditions in the Purchase Order.
- ix. A supply contract for the goods/products is not concluded until the Seller has confirmed the Purchase order in writing and Seller is entitled to confirm the order within 3 working upon receipt of the said Purchase Order. The content of such order confirmation shall be binding and shall constitute as Binding Contract between the Parties.
- x. If buyer does not specifically object to these terms and conditions and/or contents of order confirmation from Seller, within 2 working days in writing then it shall be construed as deemed acceptance of the same by Buyer.
- xi. Seller's sales employees are not authorised to make verbal side agreements or to give guarantees in oral form which go beyond the Content of the Written Contract and any such oral and/or written agreement/guarantee given by any of the employee of the Seller, outside his/her authority, shall be void, illegal and inoperative against the Seller.

2. Prices/Terms of Payment

- i. Unless otherwise agreed between Seller and buyer, all of the Seller's prices shall be deemed to be as per "EXW Pune" (Incoterms 2020) plus statutory Duties/Taxes applicable at the time of the invoice.
- ii. The prices applicable/prevalling at the time of conclusion of the contracts shall apply. Escalation in prices is permitted only if the period between the date on which the contract has been entered into and the agreed date of delivery is more than four (4) weeks. However, said escalation shall be on a mutually agreeable terms on best efforts basis and the final decision in this regard shall be that of Seller and shall be binding on the Buyer.
- iii. In case wages, material costs (in particular costs in connection with the production of plastics) or other costs (changes caused due to technical repercussions) increase after such four (4)-week-period but prior to the completion of the delivery, Seller shall be entitled to appropriately increase the price in relation to the increased costs.
- iv. Invoices are payable as per agreed terms without any deductions. Delivery of the products by the Seller is subject to the payment/s whether advance and/or payment at actual at the time of delivery as agreed upon between the parties in writing. In case of default/breach of the payment terms by the Buyer, Seller shall be entitled to retain/ freeze the Delivery of the Products and/or apportion/retain/adjust as the advance received from the same party for subsequent order, without giving any reason and shall proceed with the amended payment terms, in writing, solely at Seller's discretion, subject to these terms and conditions or any other prevailing contract between the parties therein.
- v. In case of breach of payment terms as per these terms and conditions by the Buyer, Seller shall be entitled to recover the said outstanding amount with interest at the rate of 18% charged upon the entire outstanding amount from the due date. Moreover, in case the buyer is in default of a (partial) payment Seller may declare the entire residual debt due for immediate payment. Present Clause shall not affect the Seller's capacity to opt for any legal remedy against the Buyer, as per prevailing laws, for non-payment or any other damages occurring due to any action and/or inaction on the part of the Buyer.
- vi. All the claims and/or objections/ complaints of the Buyer regarding the products, payment, delivery of products or any other covenants by the Seller as per these terms and conditions shall be subject to adjudication of the same through competent Authority/Court and/or subject to confirmation/ acceptance of the same by the Seller.
- vii. Seller shall be entitled to deliver or render, whole or remaining, goods or services respectively, at the Seller's discretion only against cash in advance or against security and/or bank guarantee if Seller becomes aware of any circumstances justifying a significant decrease of the buyer's creditworthiness and jeopardizing the payment of the outstanding debts of the Seller by the buyer arising from the respective contractual relationship.
- viii. Unless otherwise agreed, all payments must be in INR.

3. Shipping

- i. Unless otherwise agreed between buyer and Seller, shipping of the goods shall be as per "EXW Pune" (Incoterms 2020).
- ii. Upon request and at the buyer's expense and/or as per statutory requirement Seller may take out insurance against the usual transport risks, but present clause shall not be treated as assurance/promise from the Seller and Seller can choose to not to opt for it. In case Seller does the insurance, as aforesaid, same shall be at the entire cost and risk of the Buyer.
- iii. If delivery is delayed at buyer's discretion / option in writing or if, in an individual case, the parties have agreed that shipment should be made on written request and if buyer does not ask for delivery within 14 days after being notified that the goods are ready for shipment, the goods will be kept and stored at Seller's premises, in each case at the risk and cost of buyer, and the goods will be invoiced as delivered EXW according to Incoterms 2020 and in such case the Buyer shall be liable to bear and pay storage / warehouse charges for non-lifted goods, for the aforesaid period.
- iv. In case, at the request of the Buyer, Seller agrees to do transport and/or shipping, same shall be effected by the Seller at its sole discretion, cost and as per the trade policies of the Seller.

4. Deliveries/Delivery Time

- i. Unless otherwise agreed between buyer and Seller, Delivery/ies of the goods shall be affected as per "EXW Pune" (Incoterms 2020).
- ii. Buyer and Seller shall agree upon the expected date of delivery in writing, mutually.
- iii. Adhering to the agreed delivery and performance dates requires the timely receipt of all necessary documents to be provided by buyer, furnishing of all necessary information and fulfilment of all other obligations by buyer. If these prerequisites are not fulfilled on time, then period agreed will adequately be extended and it shall not be considered as a default in delivery terms on the part of Seller.
- iv. If Seller realises that an agreed date cannot be adhered to, buyer shall be notified without undue delay and in such case delay in delivery shall not be construed as default on the part of the Seller.
- v. Seller shall not be held liable for delay in delivery owing to force majeure or other occurrences which were not foreseeable at the time the contract was concluded (such as strike, disruptions in operations, failure to receive supplies in good time, delays in transport, unfavourable weather conditions, etc.), which is beyond Seller's control. The date of delivery shall be extended by the temporary period when Seller is unable to perform through no fault of its own.
- vi. Seller may, if Buyer agrees to, deliver partial shipments provided that (i) buyer can use the partial shipment for the intended purpose contractually agreed upon, (ii) shipment of the remaining goods is assured and (iii) no additional costs accrue for buyer therefrom and in such case the Seller shall not be held responsible for delay in partial delivery of goods.
- vii. Claims for damages based on the impossibility to deliver or owing to delays in delivery are subject to the provisions of Indian Contract Act and Sale of Goods Act.

5. Withdrawal from Contract

- i. Seller may withdraw from the contract if force majeure, strike or natural disaster supply correctly or in time have a material adverse effect on Seller's ability to supply or if this disruption, which is not attributable to Seller, is not only temporary.
- ii. Seller may also withdraw from the contract if Seller subsequently is of the opinion that buyer regarding his credit-worthiness is incorrect or incomplete.

6. Warranty/Compensation/Liability

- i. The Intended Use of the said Product is shall be in strict purview of the use more particular Annexure "A" to present terms and conditions, any deviation to the Intended Use by the Buyer while said product shall be at his own risk and/or responsibility and any of the warranty and/or indemnity promises and/or any other deliverables of the Seller shall become infructuous and Seller shall not be liable same and Buyer shall indemnify and keep indemnified the Seller for the same.
- ii. All the material/ manufacturing defects and/or deficiency in title alleged by the Buyer against Seller adjudicated by the Competent Jurisdiction as per Indian Laws subject to the exclusive Jurisdiction agreed parties.
- iii. At the time of delivery buyer shall inspect the goods for defects without undue delay. Buyer shall without undue report any obvious defects to Seller, however no later than ten (10) working days (Monday to Friday) after receipt of Delivery; however, latent defects shall be reported in writing without undue delay within seven (7) working days of discovery. Otherwise, in both aforesaid cases, shipment shall be deemed to have been approved and accepted by Buyer.
- iv. In case of any complaint/ objection by the Buyer regarding the manufacturing defect in the goods, Buyer shall within 7 days from the date of Delivery shall convey the said objection/ complaint to the Seller in writing. Thereafter within 3 working days Buyer and Seller through their authorised representative shall inspect the said consignment of goods and shall make a report in writing for the same. Seller within 3 working days from the date of submission of said written report shall convey its decision regarding the same to the Buyer and shall decide the further line of action for exchange and/or repair and/or buyback and/or any other action at its sole discretion. Decision of the Seller in deciding whether there is any defect in the goods or not as alleged by the Seller, shall be final and binding on both the parties.
- v. The warranty, as detailed in preceding Paragraph, does not apply if buyer alters the merchandise or has it altered by third parties and if this makes it impossible or unreasonably difficult to remedy the defect. In any event buyer shall bear any additional costs for remediation of the defect caused by the alteration.
- vi. If buyer faces contractual penalties (penalties for non-performance, liquidated damages etc.) from a third party it may—irrespective of the other prerequisites—only assert claims for compensation against Seller if this has been expressly agreed upon between buyer and Seller.

7. Limitation

Present Terms and Conditions shall be subject to Indian Limitation Act, 1963.

8. Copyright/Confidentiality

Seller reserves all ownership rights and copyright in offers, estimates, illustrations, drawings, construction plans, calculations, brochures and other documents which it makes available to buyer. Buyer shall not disclose these documents or the content thereof to third parties or make them known or copy them without Seller's express consent in writing. They shall only be used in connection with the agreed transaction between the Buyer and Seller and for the exclusive benefit of the Seller.

9. Reservation of Title

- i. Seller reserves ownership in the goods supplied until all payments resulting from the business relationship have been received however any risk relating to goods will be pass on to the Buyer on the due date of delivery.
- ii. Buyer shall, at his own costs and risk as per EXW Pune (INCOTERMS 2020), and shall adequately insure the goods against the risk of fire, water and theft damage etc. on a replacement-value basis, unless mutually agreed and notwithstanding delivery of goods by the Seller, if any, Buyer shall store reserved goods separately from other goods belonging to the buyer or third parties and shall label and mark the same as being the property of Seller.
- iii. Buyer is entitled to re-sell and/or process the reserved goods in the ordinary course of business subject to these terms and conditions.
- iv. The goods supplied which are subject to reservation of title may not be pledged to third parties nor may the title of them be transferred by way of security until the secured claims have been paid in full. Buyer shall inform Seller in writing without undue delay about unrightfully access to Seller's property by third parties and shall, in coordination with the Seller, take suitable legal actions at his own initiative and at its own expenses. As far as the third party is unable to reimburse Seller for court or extrajudicial fees arising out of or in connection with this matter Buyer shall be held liable therefore.
- v. In the event of default, an application for opening the insolvency proceedings over the buyer's assets, transfer of vested rights to third parties or transfer of buyer's business to third parties, Seller may withdraw from the contract subject to statutory provisions and repossession of the goods supplied. As far as the buyer does not pay the due purchase price Seller may only assert these rights if he has previously set buyer a reasonable deadline for payment and such deadline has passed without success or if such a deadline is not required by statutory law. Seller may enter buyer's business premises for the purpose of repossessing the goods supplied. Seller shall be entitled to privately dispose of the reserved goods once they have been repossessed. The proceeds from realisation shall be set off against buyer's liabilities (less reasonable realisation costs).
- vi. Seller shall release the securities to which he is entitled upon buyer's request as far as they exceed the value of the outstanding claims they secure by more than 20%. These securities to be released shall be selected by Seller.

10. Trademarks

- i. Seller guarantees in accordance with these terms and conditions that delivered items are free from any industrial property rights or copyrights of third parties as far as the design of the delivered item originated from the Seller.
- ii. These terms and conditions shall not form any type of license/ transfer/ conveyance/ right to use the trademarks and/or copyrights which are the proprietary/ies of the Seller in favour of the Buyer.

11. Place of Performance/ Jurisdiction, Language/ Applicable Law/ Miscellaneous

- i. Unless otherwise expressly agreed, the place of performance shall be Seller's registered place of business/place of delivery.
- ii. In case of any dispute between the Buyer and Seller in relation to these terms and conditions or any transaction in furtherance thereof, same shall be referred to the Arbitration Tribunal constituted by the Seller. The Place of Arbitration will be Pune, Maharashtra. The language of the Arbitration shall be English. The Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended till date.
- iii. Place of jurisdiction shall be Pune, Maharashtra. The law governing the relationship shall be exclusively [including international] Court of Pune, Maharashtra, India.
- iv. These terms and conditions and the transactions between the parties deriving from these terms shall be governed by the laws of India.
- v. The invalidity of any provision of these General Terms, irrespective whether partly or in full, shall not affect the validity of the other provisions. If the General Terms contain omissions such omissions shall be deemed to be filled by whatever valid provisions the contractual partners would have agreed to had they been aware of the omission, such valid provisions reflecting the commercial aims of the contract and the purpose of these General Terms.

12. Food Grade

We hereby certify that the above mentioned plastic closures produced for food application are suitable and fit for direct food contact wherever applicable. We confirm that, none of the designated metals (Lead, Cadmium, Mercury, Chromium) or compound of these material are used as additives or raw material in the manufacture of the above products. The incidental total level of such metals is therefore, below the limit of 100 ppm given by European Packaging and packing waste Directive 94/62 EEC of 20,12,94 and its amendment Directive 2005/20/EC of 09.03.05. The raw materials and additives are in compliance with international regulations / recommendations. However, it is customer's responsibility to conduct his own compatibility tests between closures and bottle contents and also confirm that the organoleptic characteristics of the filled products remain unaffected.

CARGILL INDIA PVT LTD
SURVEY NO 415 BHIMASAR
TA ANJAR DIST KUTCGUJARAT

Y 1

2024 12:24:04 PM

: /293241/
: GJ03BT6998
Number : 0006118208
No. :
umber : 0181794540
Order No. : 1001349702
I No. : 0000000300000000678
iv/Del Challan No:
Inv/Del Challan Dt:
Challan Quantity :
nder Del. Tolerance : 1284.400
Over Del. Tolerance : 1419.600
Document Type : 0010
Weighing Type : INBOUND
Gross Weight : 7230 kg 02
Tare Weight : 5010 kg 02
Net Weight : 2220 kg

RFID Card No. : AC-318
Material Name : YELLOW TIN CAP WITH FUNNEL
Customer Name :
Transporter Name :
Challan No. :
Del. Line No. : 1
Purchase Line No. : 10
Plant : 1CKU
Indicator Auto GR :
Shipment Net Weight : 1352.000
Diff. of Net Weight : 868.00
Weighbridge No. : 1CKU07
Flag Within Tolerance: Yes
Tolerance Remarks : Tolerance clear as per mail
Challan Date : 17/01/2024
Date & Time : 17/01/2024 11:03:53
Date & Time : 17/01/2024 12:24:04

Challan Quantity :

Signature

[Handwritten Signature]

Remarks :