



Sapphire Foods India Limited

Regd. Address: Sapphire Foods India Limited, 702 A Wing, Prism Towers, Mindspace, Mumbai, Maharashtra - 400062. CIN: U55204MH2009PLC197005

PURCHASE ORDER

<b>Vendor Code:</b> 800703 <b>Vendor Name:</b> JUBILANT CONSUMER PRIVATE LIMITED <b>Vendor Address:</b>  BANGALORE, Karnataka - 562106. <b>Vendor Phone No:</b> 7338374949 <b>Vendor Email ID:</b> GOPINATH.GOWDA@JUBILANTCONSUMER.COM <b>Vendor GSTIN:</b> 29AACJ1414C1Z3	<b>PO Type:</b> Standard MRP PO <b>PO Number:</b> 4500451906 <b>PO Date:</b> 09.11.2021 <b>Vendor Quote/Reference No:</b> <b>PR Number:</b> 1000535454
<b>Billed To:</b> TN COIM Brookfield - KFC <b>Sapphire Foods India Ltd.</b> , Shop No:T - 10, Brooke Fields Estate Pvt Ltd, 67-71, Krishnaswamy Road, Coimbatore, Tamil Nadu - 641001. <b>Telephone No:</b> <b>Email Id:</b> <b>GSTIN</b> 33AANCS5595A1Z8	<b>Shipped To:</b> TN COIM Brookfield - KFC <b>Sapphire Foods India Ltd.</b> KFC, Mall FC Shop No:T - 10, Brooke Fields Estate Pvt Ltd, 67-71, Krishnaswamy Road, Coimbatore, Tamil Nadu - 641001. <b>Telephone No:</b> <b>Email Id:</b> <b>GSTIN</b> 33AANCS5595A1Z8

No	HSN Code	Material Code	Description	Delivery Date	UOM	Quantity	Rate	Amount (A)	Tax Rate + Cess	Tax + Cess Amount (B)	Total
1	07051900	1000000092	Lettuce Ice Berg	12.11.2021	PAC	24.000	85.00	2,040.00	0%		2,040.00
2	07031010	1000000093	Red Onion Slice	12.11.2021	G	500.000	59.00	29.50	0%		29.50
3	08055000	1000000094	Lemon - KFC	12.11.2021	G	3,000.000	97.00	291.00	0%		291.00
4	07032000	1000000096	Garlic Peeled	12.11.2021	G	300.000	175.00	52.50	0%		52.50
5	07099990	1000000097	Mint Leaf	12.11.2021	G	500.000	124.00	62.00	0%		62.00
6	07096010	1000000098	Green Chilli	12.11.2021	PAC	2.000	69.00	34.50	0%		34.50
7	07096090	1000000259	Green Capsicum-KFC	12.11.2021	PAC	2.000	66.00	66.00	0%		66.00

<b>Total</b>	<b>2,575.50</b>	<b>0.00</b>	<b>2,575.50</b>
<b>Freight:</b>			<b>0.00</b>
<b>Insurance:</b>			
<b>Loading Charges:</b>			<b>0.00</b>
<b>Other Charges:</b>			
<b>In Words: Two thousand five hundred seventy five rupees fifty paise only.</b>			<b>Grand Total: 2,575.50</b>
<b>Payment Terms:</b> Payable within 30 days <b>Inspection Location:</b> <b>Terms of Delivery:</b> - <b>Warranty Period:</b> <b>Special Instructions:</b>			
<b>Note:</b> 1. Please quote our purchase order and send all documents i.e Tax Invoice, Delivery Challan, Test Certificate, etc along with supply to avoid delay in payment. 2. Execute this order in accordance with the price, terms, delivery method and specifications as listed above and as per annexures, if any sent along with this purchase order. 3. Please notify us immediately if you are unable to ship as specified. 4. Any mismatch or difference in tax amount including for changes, if any in tax rates or tax laws will be recovered from you. 5. Please send us an acknowledged copy of this order to signify your acceptance. 6. No queries will be entertained post 30 days of payment made for any invoice.			
<b>All Supplies made against this Purchase Order are subject to General Terms and Conditions as described in this Purchase Order</b>			
<b>This is a computer-generated document. No signature is required.</b>			

## General Terms and Conditions

1. SAPPHIRE FOODS INDIA PRIVATE LIMITED is hereinafter termed 'The Buyer' and the Person, Firm or Company supplying the goods/providing services under this Purchase Order is hereinafter termed 'The Vendor'. The goods/materials/services referred in this Purchase Order are hereinafter referred to "the Goods"/"the Services".
2. This Purchase Order, including the terms, conditions and instruction on the face of the order and herein contains the complete and final agreement. Any reference to the Vendor's bids or proposal shall not in any manner affect the said terms, conditions and instructions unless specifically provided to the contrary herein.
3. The terms and conditions mentioned herein are in addition to the agreement/contract, if any between the Buyer and Vendor. In case of conflicts between the terms and conditions as specified in the Purchase Order and as specified in agreement/ contract, the terms and conditions of the agreement/ contract shall prevail unless expressly agreed between Buyer and Vendor through written communication.
4. The Buyer will not be liable in respect of any order not given or confirmed on the Buyer's official printed Purchase Order.
5. Please send us your acceptance of our orders in totality. If the acceptance is not received with seven days from the date of the order, we will presume that the order has been accepted by you.
6. All the necessary documents viz copy of the invoices including original for buyer, duplicate for transporter, delivery challan, tax invoice, etc. should necessarily accompany the consignment and should be submitted at the time of delivery. We shall not be liable to take delivery of goods without proper documents.
7. The Buyer shall be at liberty to reject any Goods/Services supplied against this order for discrepancies or defects even after receipt into the Buyer's premises or other premises under the Buyer's control and the Buyer shall give to the seller notification of such rejection. If rejected, Goods shall be uplifted within 15 days after rejection. The goods shall be repaired and/ or replaced unless otherwise stipulated within 30 days time from the date of receipt at Vendor's cost. Transportation in such cases shall be borne by Vendor for both To & Fro. If the rejected goods are not uplifted within 30 days from the date of rejection, Buyer shall have right to scrap the goods without any further intimation to the Vendor and in case any cost is incurred in removal of such goods than Buyer shall have the rights to recover the same from the Vendor. In case of rejected services, the Buyer shall have the right to recover the cost of damages/loss incurred, if any by the Buyer on account of discrepancies or defects in services provided by the Vendor. Cost of damages/loss incurred as communicated by the Buyer shall be final in such cases.
8. Unless otherwise stipulated, the goods/ equipment's supplied against this purchase order shall stand guarantee for a period of 12 months from the date of commissioning or 18 months from the date of delivery whichever is earlier.
9. The Buyer reserve to themselves the right to inspect the goods before dispatch from the Sellers premises but such inspection shall not relieve the Seller from responsibility liability and/or such guarantees as may be arranged irrespective of inspection at Sellers' premises "the goods" are subject to Buyers' inspection and approval on arrival. The Buyer assumes no obligation whatsoever in relation to any goods delivered in excess of those specifically ordered.
10. Unless otherwise stipulated, the weight recorded at the time of delivery at buyer's location shall be final.
11. In house inspection report/certificate related to the goods ordered/dispatched if available, then the same shall be provided to the buyer while delivering the material along with other delivery documents.
12. Deliveries against the order shall be liable for suspension at buyer's request in the event of strikes, accidents or any other disabling circumstances beyond buyer's control.
13. Timely Delivery of goods/services is essential of the purchase order. Until and unless delivery is deferred by the Buyer, all the delivery shall be sent as per the schedule indicated. Buyer shall have right to reject the material/services if not delivered in time and cancel the shipment / order after expiry of scheduled date without any information thereof.
14. The information contained in this Purchase Order is privileged information of buyer and should not be disclosed or reproduced to any external person or parties or organization by Vendor. Vendor are liable to inform buyer in case if any information shared with vendor as part of this transaction is compromised and buyer shall have the right to recover from vendor for the actual losses or estimated benefit/ opportunity cost. The amount determined by buyer shall be final and binding.
15. Any disputes arising out of this Purchase Order and related agreements, if any shall be instituted in and tried by the courts of competent jurisdiction in Mumbai unless expressly specified in the agreement.
16. Any of the work to be performed under this purchase order shall not be assigned for the goods/materials/services called for by this order without Buyer's prior written consent.
17. This Purchase Order shall be subject to force majeure conditions, limited to invasions, hostilities, embargoes, strikes, lock outs, sabotages, civil commotion, and acts of God such as earthquake, fire, floods, etc. In case, any of the force majeure conditions take place during the currency of the contract, delivery period shall be suitably being extended, as mutually agreed upon force majeure conditions. However, vendor's right to an extrusion of the time limit for completion of supplies/ work is subject to following procedures:
  - a. Vendor shall inform to the Buyer in writing that Vendor considers himself entitled to an extension of the time limit within 10 days after occurrence of a force majeure but before the expiry of the stipulated date of completion whichever is earlier.
  - b. Vendor shall have to produce the evidence of the date occurrence and the duration of the force majeure by means of document drawn up by the responsible authorities.
  - c. Vendor shall prove that the said conditions have actually interfered with the carrying out of the purchase order commitment and the delay incurred is not due to Vendor's own action or lack of action.
  - d. Apart from extension of time limit the force majeure shall not entitle the Vendor to any compensation from the Buyer.Further, the Buyer shall be under no liability or responsibility for failure to accept deliveries of the goods/provision of services hereunder or any delay in the acceptance of deliveries when such failure or delay is due to Force Majeure defined above which renders impossible or impracticable or unsafe for the Buyer to fulfil its obligations or any other cause or circumstances of whatsoever nature beyond the control of the Buyer.
18. Vendor agrees to indemnify and save Buyer harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, and expenses, including court costs and reasonable attorneys' fees, related in any way to this order, or the services performed under this order, which are claimed or made by any person, firm, association or corporation, including employees, workers, servants or agents of vendor arising from any cause or for any reason whatsoever. Vendor further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any and all such suits, actions, or proceedings which may be brought against vendor or against Buyer.
19. Vendor agrees that, in the performance of this order, vendor and its transporter will comply with all applicable laws, statutes, rules, regulations or orders of the jurisdiction where work performance under this order is carried out, as well as all applicable laws of India. Further, vendor shall ensure that the vehicles are leakage free. In case where the transport has been arranged by vendor and there are any shortages/ damages to the goods supplied then buyer shall not be liable to pay for the same and buyer shall have the rights to recover from vendor for such shortages/damages, in case if the amount is already paid to vendor.
20. Vendor shall provide documents/ manuals, material safety data sheets and information about the environmental impacts associated with your products, prior to delivery.
21. If any failure happens during transit of goods to the Buyer which may cause environmental hazards. It will be Vendor's responsibility to mitigate the same and the Buyer shall not be liable to pay including for the cost of goods lost or damaged. In case the Buyer incurs any cost on account of the same then the Buyer shall have the rights to recover the same from the Vendor.
22. Risk and rewards related to the goods will get transferred to the Company only upon receipt of goods at the location as specified in the Purchase order and will be subject to the conditions as specified above.