

Vendor Supply Agreement

1. Parties

This Supply Agreement is entered into between AgroPure Foods Ltd ("Vendor") and FreshMart Private Limited ("Buyer") for the supply of packaged organic food products.

2. Product Specifications

Vendor shall supply goods as described in Annexure A meeting all quality standards specified by the Food Safety and Standards Authority of India (FSSAI). Buyer reserves the right to reject any shipment that does not conform to specifications.

3. Delivery and Inspection

Vendor shall deliver products within ten (10) days of each purchase order. Buyer shall inspect goods within five (5) days of delivery and may reject any defective or non-conforming goods.

4. Price and Payment

Buyer shall make payment within twenty (20) days after acceptance of goods. All payments shall be made via NEFT to Vendor's account. Prices are exclusive of applicable GST.

5. Liability and Indemnity

Vendor shall bear full and unlimited liability for any damages, claims, or losses arising from the use or consumption of its products. Vendor agrees to indemnify Buyer from all third-party claims, costs, or damages resulting from product defects.

6. Confidentiality

Both Parties agree not to disclose confidential business information, trade secrets, pricing data, or other proprietary materials obtained during the course of business, except as required by law.

7. Force Majeure

Neither Party shall be liable for failure or delay in performance caused by acts of God, war, strikes, or government actions beyond reasonable control. In such cases, obligations shall be suspended for the duration of the event.

8. Compliance

Vendor shall comply with all applicable laws, including labor regulations, safety standards, and environmental policies. Vendor shall also ensure products are packaged in recyclable materials.

9. Termination

Either Party may terminate this Agreement for cause with written notice if the other Party breaches any material term and fails to cure within fifteen (15) days of notice.

10. Governing Law

This Agreement shall be governed by and interpreted under the laws of India.

All disputes shall be resolved by arbitration in New Delhi under the Arbitration and Conciliation Act, 1996.