



## PURCHASE ORDER

Number : 5110880021

Po Date : 25.08.2025

Page No : 1

| Sr.No | Article No.<br>HSN Code | EAN No.<br>Vendor Article No.<br>Vendor Item No | Material Description<br>Delivery Date<br>Site               | Quantity             | UOM           | MRP                   | Base Cost | CGST(%)<br>SGST(%)<br>CESS(%)<br>CessFxdRt | CGST<br>SGST<br>CESS<br>CessFxdVI | Total Base Value |
|-------|-------------------------|-------------------------------------------------|-------------------------------------------------------------|----------------------|---------------|-----------------------|-----------|--------------------------------------------|-----------------------------------|------------------|
| 1     | 490008793<br>11081200   | 8901808000044                                   | WEIK CORN FLOUR STARCH 100 G CBD<br>01.09.2025<br>SOIL      | 1.000<br><br>100.000 | CAR<br><br>EA | 3,300.00<br><br>33.00 | 2,209.82  | 6.00<br>6.00<br>0.00<br>0.00               | 132.59<br>132.59<br>0.00<br>0.00  | 2,209.82         |
| 2     | 490009032<br>21039020   | 8906015540116                                   | WEIKFIELD GREEN CHILLY SAUCE 200G PET<br>01.09.2025<br>SOIL | 1.000<br><br>48.000  | CV<br><br>EA  | 2,880.00<br><br>60.00 | 1,371.60  | 6.00<br>6.00<br>0.00<br>0.00               | 82.30<br>82.30<br>0.00<br>0.00    | 1,371.60         |
| 3     | 490009183<br>11081200   | 8901808000051                                   | WEIK CORNFLOUR STARCH 500 G CBD<br>01.09.2025<br>SOIL       | 2.000<br><br>40.000  | C02<br><br>EA | 1,900.00<br><br>95.00 | 1,272.32  | 6.00<br>6.00<br>0.00<br>0.00               | 152.68<br>152.68<br>0.00<br>0.00  | 2,544.64         |
| 4     | 490064672<br>21023000   | 8901808000013                                   | WEIKFIELD BAKING POWDER 50 G PET<br>01.09.2025<br>SOIL      | 2.000<br><br>200.000 | CAR<br><br>EA | 2,600.00<br><br>26.00 | 1,741.07  | 6.00<br>6.00<br>0.00<br>0.00</             |                                   |                  |

## PURCHASE ORDER

Number : 5110880021

Po Date : 25.08.2025

Page No : 2

| Sr.No | Article No.<br>HSN Code | EAN No.<br>Vendor Article No.<br>Vendor Item No | Material Description<br>Delivery Date<br>Site                     | Quantity             | UOM           | MRP                   | Base Cost | CGST(%)<br>SGST(%)<br>CESS(%)<br>CessFxdRt | CGST<br>SGST<br>CESS<br>CessFxdVI | Total Base Value |
|-------|-------------------------|-------------------------------------------------|-------------------------------------------------------------------|----------------------|---------------|-----------------------|-----------|--------------------------------------------|-----------------------------------|------------------|
| 10    | 490064691<br>21069080   | 8901808000495                                   | WEIKFIELD MANGO VG JELLY CRYSTLS 90G<br>CBD<br>01.09.2025<br>SOIL | 1.000<br><br>100.000 | CRT<br><br>EA | 6,000.00<br><br>60.00 | 3,813.56  | 9.00<br>9.00<br>0.00<br>0.00               | 343.22<br>343.22<br>0.00<br>0.00  | 3,813.56         |
| 11    | 490064726<br>21039020   | 8906015540147                                   | WEIKFIELD RED CHILLI SAUCE 200 G BTL<br>01.09.2025<br>SOIL        | 1.000<br><br>48.000  | CRT<br><br>EA | 2,880.00<br><br>60.00 | 1,371.60  | 6.00<br>6.00<br>0.00<br>0.00               | 82.30<br>82.30<br>0.00<br>0.00    | 1,371.60         |
| 12    | 490064727<br>21031000   | 8906015540109                                   | WEIKFIELD SOYA SAUCE 220G BTL<br>01.09.2025<br>SOIL               | 1.000<br><br>48.000  | CR1<br><br>EA | 2,880.00<br><br>60.00 | 1,371.60  | 6.00<br>6.00<br>0.00<br>0.00               | 82.30<br>82.30<br>0.00<br>0.00    | 1,371.60         |
| 13    | 491209060<br>21069080   | 8901808004776                                   | WEIKFIELD FALOODA MIX MANGO 200G PCH<br>01.09.2025<br>SOIL        | 1.000<br><br>40.000  | CAR<br><br>EA | 3,600.00<br><br>90.00 | 1,220.34  | 9.00<br>9.00<br>0.00<br>0.00               | 109                               |                  |

## PURCHASE ORDER

Number : 5110880021

Po Date : 25.08.2025

Page No : 3

| Sr.No              | Article No.<br>HSN Code | EAN No.<br>Vendor Article No.<br>Vendor Item No | Material Description<br>Delivery Date<br>Site                     | Quantity             | UOM           | MRP                    | Base Cost | CGST(%)<br>SGST(%)<br>CESS(%)<br>CessFxdRt | CGST<br>SGST<br>CESS<br>CessFxdVI | Total Base Value |
|--------------------|-------------------------|-------------------------------------------------|-------------------------------------------------------------------|----------------------|---------------|------------------------|-----------|--------------------------------------------|-----------------------------------|------------------|
| 19                 | 491692686<br>19023010   | 8901808006619                                   | CHEFS BASKET DRMWHET ELBOW PSTA<br>500G PCH<br>01.09.2025<br>SOIL | 4.000<br><br>96.000  | CAR<br><br>EA | 4,320.00<br><br>180.00 | 1,407.86  | 6.00<br>6.00<br>0.00<br>0.00               | 337.89<br>337.89<br>0.00<br>0.00  | 5,631.43         |
| 20                 | 491696290<br>21069099   | 8901808006763                                   | WEIKFIELD CUSTARD PWDR KSR PISTA 75G<br>CBD<br>01.09.2025<br>SOIL | 1.000<br><br>100.000 | CAR<br><br>EA | 5,500.00<br><br>55.00  | 3,495.76  | 9.00<br>9.00<br>0.00<br>0.00               | 314.62<br>314.62<br>0.00<br>0.00  | 3,495.76         |
| 21                 | 493694876<br>19023010   | 8901808007777                                   | WEIKFIELD MACARONI PASTA 425G PP<br>01.09.2025<br>SOIL            | 9.000<br><br>216.000 | CAR<br><br>EA | 2,376.00<br><br>99.00  | 857.05    | 6.00<br>6.00<br>0.00<br>0.00               | 462.81<br>462.81<br>0.00<br>0.00  | 7,713.52         |
| Grand Total of Qty |                         |                                                 |                                                                   | 38.000               |               |                        |           |                                            |                                   |                  |
|                    |                         |                                                 |                                                                   | TOTAL BASIC VALUE    |               |                        |           |                                            | INR                               | 69,932.          |

## PURCHASE ORDER

Number : 5110880021

Po Date : 25.08.2025

Page No : 4

### GSTIN Number Details:

GSTIN No : 36AABCR1718E1ZQ

Pan No : AABCR1718E

» As per recent amendment(s) in the Income-Tax Rules ("Rules") made vide the Income-tax (22nd Amendment) Rules, 2015, effective 1 January 2016. Rule 114B of the Rules as substituted, mentions transactions in relation to which Permanent Account Number (PAN) is to be quoted on all documents and includes sale or purchase of goods or services of any nature for an amount exceeding two lakh rupees per transaction (Sl. No 18 of the Table in Rule 114B).

» Rule 114C (2) of the Rules as substituted reads as follows: "Any person, being a person raising bills referred to at Sl. No 5 or 6 or 18 of rule 114B, who, in relation to a transaction specified in the said Sl. No., has issued any document shall ensure after verification that permanent account number has been correctly furnished and the same shall be mentioned in such document, or as the case may be, a declaration in Form 60 has been duly furnished with complete particulars". In case PAN is applied for and / or not available, Form 60 is to be duly filled and signed / verified and submitted with identity and address proof (KYC documents) as per the page 3 of form 60.

» You are therefore requested that your invoice / bill / payment acknowledgement / debit note / credit note, etc. should mention PAN of your entity as well as our PAN.

### DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions:

The following terms, unless the context requires otherwise, shall have the following meanings:

(a) ACCEPTANCE OF GOODS means (i) if acceptance criteria are set forth in this CONTRACT, the BUYER'S preliminary determination that the GOODS satisfy all such acceptance criteria, including commissioning and performance tests, if applicable; or (ii) if no such criteria are provided, the BUYER'S preliminary determination that the GOODS comply with all requirements set forth in this CONTRACT. ACCEPTANCE OF GOODS shall be evidenced by the issuance of an acceptance certificate by the BUYER.

(b) AFFILIATE means, with respect to any PERSON, any other PERSON, directly or indirectly controlling, controlled by or under direct, indirect or common control with, such PERSON. For the purposes of this definition, #control# means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such PERSON, whether through the ownership of voting securities, by agreement with respect to the voting of securities, by other agreement conferring control over management or

## PURCHASE ORDER

**Number** : 5110880021

**Po Date** : 25.08.2025

**Page No** : 5

(h) CONTRACT DOCUMENTS means the following and in the event of any conflicting provisions within the CONTRACT DOCUMENTS, the order of precedence of the documents shall be as provided below:

PURCHASE ORDER, including any amendments thereto;

SPECIAL CONDITIONS and annexures thereto;

GCP; and

any other document (A) referred to in any of the documents referred to in clauses (i) through (iii) above, or (B) agreed by the PARTIES to constitute a part of the CONTRACT DOCUMENTS and incorporated herein by specific reference.

(i) DEFECT means any defect, deficiency, error, failure, flaw, omission, damage, fault, inadequacy or discrepancy in the workmanship or in the materials used in the fabrication and manufacture of GOODS or any part or component thereof and the word #DEFECTIVE# shall be construed accordingly.

(j) DELIVERY POINT is defined or described in the SPECIAL CONDITIONS.

(k) DELIVERY SCHEDULE is defined or described in the SPECIAL CONDITIONS.

(l) DELIVERY TERMS means the terms for the delivery of the GOODS, including the DELIVERY SCHEDULE, DELIVERY POINTS and locations and shipping terms, as set out in this CONTRACT. Except as otherwise specified in this CONTRACT, terms for the delivery of the GOODS shall incorporate the INCOTERMS.

(m) DISPUTE is defined in Section 18.

(n) DRAWINGS and DOCUMENTS mean the design calculations, drawings, analysis patterns, specifications, construction and fabrication drawings and documents, certificates, test results, installation, operating and maintenance manuals and any other documentation or materials prepared or provided by the SELLER under this CONTRACT (whether recorded in physical form or on electronic storage media).

(o) GOODS means each item to be provided to the BUYER by the SELLER, or by a SUB-SELLER on behalf of the SELLER, including raw materials, processed materials, equipment, components, fabricated goods, finished products, spares, DRAWINGS and DOCUMENTS, data, related firmware or software and any other documentation described in this CONTRACT.

(p) GOODS WARRANTY and GOODS WARRANTIES are defined in Section 9.

(q) GOODS WARRANTY PERIOD is defined or described in the SPECIAL CONDITIONS. (r) GENERAL CONDITIONS OF PURCHASE or GCP means this General Conditions of Purchase.

(s) INCOTERMS means the most recent International Commercial Terms published by the International Chamber of Commerce, Paris

## PURCHASE ORDER

Number : 5110880021

Po Date : 25.08.2025

Page No : 6

(v) MALICIOUS CODE means any (i) computer virus, worm, bot or trojan or (ii) spyware, malware, malicious, destructive or corrupting code, program, or macro, or any other code, program or macro that is hostile or damaging to information systems or components thereof.

(w) PARTY means either the BUYER or the SELLER, as the context requires, and the PARTIES mean both the BUYER and the SELLER.

(x) PERFORMANCE SECURITY is defined in the SPECIAL CONDITIONS.

(y) PERSON means any individual, firm, corporation, limited liability company, voluntary association, partnership, joint venture, trust, limited organization, society, unincorporated organization, governmental authority or other legal entity or organization.

(z) PURCHASE ORDER means the document entitled #Purchase Order# to which the documents referenced in Section 1.1 (h) (ii) to (iv) are attached.

(aa) SCOPE OF SUPPLY means all of the requirements of the BUYER with respect to the supply of the GOODS by the SELLER as set forth in the CONTRACT DOCUMENTS.

(bb) SELLER means the PERSON with whom the BUYER has entered into this CONTRACT for purchase of the GOODS, as identified on the face of the PURCHASE ORDER, and shall include such PERSON#S successors and permitted assigns. Terms such as #Vendor#, #Supplier# or #Contractor# as may be used in any CONTRACT DOCUMENTS shall be construed to mean SELLER.

(cc) SITE means the BUYER#S premises at which the GOODS are to be stored, located or used as determined by the BUYER.

(dd) SPECIAL CONDITIONS means the document entitled #SPECIAL CONDITIONS# and attached to the PURCHASE ORDER.

(ee) SPECIFICATIONS means the description of the GOODS to be supplied under this CONTRACT, including, where appropriate, all specifications, requirements, technical standards, quality standards, performance standards, compatibility, interoperability, instructions, DRAWINGS and DOCUMENTS and other related criteria.

(ff) SUB-ORDER means an agreement entered into between the SELLER and a SUB-SELLER for the supply of raw materials, components, equipment, services or such other items as may be required by the SELLER to enable the fulfilment of the SELLER#S obligations under this CONTRACT.

(gg) SUB-SELLER means any third party from whom the SELLER sources raw materials, components, equipment, services or such other items as may be required by the SELLER to enable the fulfilment of the SELLER#S obligations under this CONTRACT.

(hh) SUPPORTING DOCUMENTS is defined in Section 5.

## PURCHASE ORDER

**Number** : 5110880021

**Po Date** : 25.08.2025

**Page No** : 7

(kk) TOTAL ORDER VALUE means the amount identified as the #Total Order Value# set forth on the face of the PURCHASE ORDER, as the PURCHASE ORDER may be amended from time to time.

### 1.2 In this CONTRACT:

The singular shall include plural and vice versa, and words denoting natural persons shall also apply to partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations and other entities. All references to Sections, sub-sections, clauses, paragraphs and annexures are to Sections, sub-sections, clauses, paragraphs and annexures in or to this GCP unless otherwise specified. Reference to any statute shall include reference to applicable rules, regulations, ordinance, notification, orders or any other instrument having force of law prescribed, issued or passed under such statute with amendments thereto and replacements thereof. Unless otherwise required by the context in which any term appears, capitalized terms used in the CONTRACT DOCUMENTS shall have the meanings specified in this GCP, or if not defined in this GCP, as defined elsewhere in the CONTRACT DOCUMENTS. For the purposes of this CONTRACT, the words and abbreviations that have well-known technical or trade meanings used but not defined in this GCP or elsewhere in this CONTRACT, shall be construed in accordance with such recognized technical or trade meanings. The words #include# and #including# are to be construed without limitation. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The term #or# is not exclusive. The word #extent# in the phrase #to the extent# shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply #if.# The words #herein,# #hereof# and #hereunder# and words of similar import when used shall refer to this CONTRACT as a whole and not to any particular Section or sub-section of this CONTRACT.

### SUPPLY OF GOODS

The SELLER shall complete the delivery of the GOODS in accordance with the DELIVERY TERMS. All the obligations of the SELLER to be performed on the dates as specified in this CONTRACT, including the delivery of the GOODS in accordance with the DELIVERY SCHEDULE are essential conditions of this CONTRACT. The SELLER shall at all times comply with all applicable laws in the SELLER#S performance of this CONTRACT. The SELLER shall obtain or procure any and all licences, permits, consents and approvals which may be required by any governmental authority to enable the supply of the GOODS in accordance with this CONTRACT.

### PRICE

Unless otherwise expressly stated in this CONTRACT, the prices and rates set forth in this CONTRACT for the GOODS are not subject to any escalation on any account, including due to any increase in the cost of production, raw materials, labour, TAXES, any fluctuations in exchange rates, changes in applicable law or any other reason. Unless otherwise specified in the SPECIAL CONDITIONS, all prices and rates set forth in the PURCHASE ORDER includes all packing costs, crating, handling charges or any other charges, and may, in accordance with the DELIVERY TERMS, include the costs of carriage/shipping of the GOODS and costs of insurance covering the GOODS. The SELLER shall ensure that the packing of the GOODS is as

## PURCHASE ORDER

**Number** : 5110880021

**Po Date** : 25.08.2025

**Page No** : 8

The prices and rates specified in this CONTRACT include (i) all TAXES, and (ii) all withholding taxes or taxes deducted at source, as applicable, in India; with the exception of any taxes payable by the BUYER in India as specified in the SPECIAL CONDITIONS. The BUYER shall provide to the SELLER the certificates for the withholding taxes or taxes deducted at source, as applicable, in India deducted by the BUYER. Notwithstanding anything to the contrary in this CONTRACT, the SELLER shall be responsible for and shall bear and pay all TAXES imposed on the SELLER'S income, earnings or profits and the SELLER shall bear all withholding taxes or taxes deducted at source, as applicable, in India related to payments made by the BUYER to the SELLER. The BUYER shall deduct applicable withholding taxes or taxes deducted at source, as applicable, in India from payments due to the SELLER and deposit such withholding taxes or taxes deducted at source, as applicable, with the tax authority in India and pay the SELLER the net amount after deducting the applicable withholding taxes or taxes deducted at source.

### INVOICING

The SELLER shall be entitled to raise invoices in accordance with the payment terms and invoicing instructions set forth in this CONTRACT. The SELLER shall provide the BUYER at the address specified in the SPECIAL CONDITIONS with correct invoices in triplicate along with all supporting documents required by the BUYER, including payment certification documents, shipping documents required for clearance of the GOODS, documentation required at the ports located in the country of the DELIVERY POINT and any other documents referred to in this CONTRACT or requested in writing by the BUYER (collectively #SUPPORTING DOCUMENTS#). Each invoice shall in all cases include all details requested by the BUYER, including the PURCHASE ORDER number, details for making payment, including the name of the SELLER'S bank, account number, RTGS / NEFT code (as applicable), and SWIFT codes (collectively, #INVOICE PAYMENT DETAILS#). Payment of any invoice shall only be made after BUYER'S receipt of correct invoice containing all INVOICE PAYMENT DETAILS and accompanied by all SUPPORTING DOCUMENTS.

### PAYMENT

Unless otherwise expressly stated in the SPECIAL CONDITIONS, the BUYER shall make payment for GOODS within thirty ( 30 ) days after the BUYER'S receipt of a correct invoice covering such GOODS containing all INVOICE PAYMENT DETAILS and accompanied by all SUPPORTING DOCUMENTS. Payments of any invoice or other amounts to the SELLER shall not constitute ACCEPTANCE OF GOODS. To the extent that an invoice (i) does not include SUPPORTING DOCUMENTS or INVOICE PAYMENT DETAILS; or (ii) is otherwise incorrect or deficient, then the time period for payment of such portion of the corresponding invoice shall be suspended until thirty (30) days or such other period as agreed by the PARTIES after the date of receipt of the SUPPORTING DOCUMENTS or INVOICE PAYMENT DETAILS, or receipt of a correct invoice, as the case may be. Neither ACCEPTANCE OF GOODS nor payment for the GOODS shall mean that the GOODS comply with the requirements of this CONTRACT.

### TITLE TO THE GOODS

Except as otherwise provided in this CONTRACT, title to and ownership of the GOODS shall transfer to the BUYER and the GOODS shall become the property of the BUYER upon the first to occur of the

## PURCHASE ORDER

**Number** : 5110880021

**Po Date** : 25.08.2025

**Page No** : 9

### GOODS WARRANTIES

1.1 The SELLER warrants that all GOODS shall: (a) be free from DEFECTS; (b) be new and unused, fit for the purposes intended; (c) comply with the requirements of this CONTRACT and applicable laws; (d) be provided with and accompanied by all DRAWINGS and DOCUMENTS as specified in this CONTRACT and all other information, necessary for the operation, maintenance, repair, storage and safe use of the GOODS; and (e) with respect to any firmware or software embedded or accompanying the GOODS, be free from and shall not contain any MALICIOUS CODE. The foregoing warranties are collectively referred to as #GOODS WARRANTIES# and individually as a #GOODS WARRANTY#.

1.2 Without prejudice to any other obligations and liabilities of the SELLER, if the BUYER notifies the SELLER of any breach of any of the GOODS WARRANTIES, then SELLER shall, at its sole cost and expense, immediately following notification, but in any event within seven (7) days of such notification, take all actions and measures, to MAKE GOOD the breach without reducing the functionality of the GOODS or affecting the performance guarantees, if any, given by the SELLER with respect to the GOODS. The SELLER shall be liable for all costs and expenses relating to all MAKE GOOD activities and SELLER#S obligations under any of the GOODS WARRANTIES, including inspection, removal, warehousing, return, re-installation and all taxes, duties and levies. The SELLER#S MAKE GOOD obligations shall be applicable for one or more breaches of the GOODS WARRANTIES that existed prior to the expiration of the WARRANTY PERIOD and such one or more breaches were notified to the SELLER either during the WARRANTY PERIOD or within six (6) months after the expiration of the WARRANTY PERIOD.

### PERFORMANCE SECURITY

The BUYER shall be entitled to make a claim and be permitted to draw the amount of such claim under the PERFORMANCE SECURITY, inter alia, in the event of SELLER#S failure of due and proper performance and observance of the stipulations, terms and conditions of this CONTRACT, including the occurrence of any event of default as set forth in Section 16.

### INTELLECTUAL PROPERTY RIGHTS

The SELLER further represents and warrants and covenants that the GOODS, DRAWINGS and DOCUMENTS and the BUYER#S proposed use (as contemplated by this CONTRACT) of the GOODS and all other property provided by the SELLER under this CONTRACT, do not and will not infringe or misappropriate the intellectual property rights of any third party. The SELLER hereby grants to the BUYER a perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up right and license, with the right to use, copy, modify and prepare derivative works of the SELLER#S intellectual property incorporated in the GOODS or the DRAWINGS and DOCUMENTS.

### CONFIDENTIALITY

Save as expressly permitted by this Section, any confidential information of

## PURCHASE ORDER

**Number** : 5110880021

**Po Date** : 25.08.2025

**Page No** : 10

In addition to the other representations and warranties contained in this CONTRACT, the SELLER further represents, warrants and covenants that: (a) neither the SELLER nor any of its AFFILIATES and to the best of its knowledge, none of its SUB-SELLERS, nor any of its or its AFFILIATES# or SUB-SELLERS# respective employees, officers, directors or representatives, has made, offered to make or agreed to make any loan, gift, donation, commission, kick-back, bribe or other payment or facility, directly or indirectly, whether in cash or in kind, to or for (i) any official, employee or representative of any governmental authority, (ii) any employee, officer, director or representative of the BUYER or its AFFILIATES, or (iii) any third party, by whatsoever name called, related to the negotiation or execution of this CONTRACT or in connection with the performance of this CONTRACT; (b) the SELLER will not, and it will cause its AFFILIATES and SUB-SELLERS, and its and their respective employees, officers, directors or representatives to not, make, offer to make or agree to make any loan, gift, donation, commission, kick-back, bribe or other payment or facility, directly or indirectly, whether in cash or in kind, to or for (i) any official, employee or representative of any governmental authority, (ii) any employee, officer, director or representative of the BUYER or its AFFILIATES, or (iii) any third party related to the negotiation or execution of this CONTRACT or in connection with the performance of this CONTRACT; and (c) if the SELLER learns of or has reason to know of any such payment, offer or agreement described in Section 13 (a) or (b) above, to make any such loan, gift, donation, commission, kick-back, bribe or other payment or facility to any of the persons described in Section 13 (a) or (b) above, it will immediately inform the BUYER in writing communicating to the BUYER all relevant information in respect of the above within the knowledge or possession of the SELLER. Without prejudice to the SELLER#S obligations as above, the SELLER agrees not to, and to cause its AFFILIATES and SUB-SELLERS not to, offer or give, or agree to give, to any employee, officer, director or representative of the BUYER any consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or performance of this CONTRACT, or for showing or refraining from showing favour or disfavour to any third party in relation to this CONTRACT.

### INDEMNIFICATION

1.3 The SELLER shall defend, indemnify and hold harmless the BUYER from and against (a) any and all claims brought against the BUYER; and (b) any and all losses incurred or suffered by the BUYER, in each case for or relating to or arising out of sickness, injury to or death of any person, or damage to or destruction of property owned or leased by any person or entity, to the extent caused by the gross negligence or wilful misconduct of the SELLER or any SUB-SELLER.

1.4 The SELLER shall defend, indemnify and hold harmless the BUYER from and against (i) any and all claims brought against the BUYER; and (ii) any and all losses incurred or suffered by the BUYER, in each case for or relating to: (a) violation of any applicable laws by the SELLER or a SUB-SELLER, including any penalty, interest, tax or other charge that may be levied or assessed as a result of any

## PURCHASE ORDER

**Number** : 5110880021

**Po Date** : 25.08.2025

**Page No** : 11

The BUYER may, without prejudice to any other rights or remedies of the BUYER in this CONTRACT or at law or in equity, terminate this CONTRACT by a written notice of termination and without any penalty to, or payment obligation of, the BUYER (other than undisputed payment obligations outstanding as of the date of any such termination, with disputed payment obligations being subject to the dispute resolution provisions of Section 18) due to the occurrence of any of the following events: (a) the SELLER commences or is subject to any proceeding for relief from its creditors or bankruptcy ; or (b) the SELLER commits any misrepresentation, fraud or wilful misconduct or breaches the provisions of Sections 7, 8, 9, 12 or 13, or any other material stipulation, term, or condition of this CONTRACT.

### LIMITATION AND EXCLUSION OF LIABILITY

1.7 Subject to Section 17.2, the aggregate liability of a PARTY in respect of any and all claims or liabilities arising out of or in connection with any breach of this CONTRACT shall not, in the aggregate, exceed the TOTAL BASIC VALUE. The foregoing limitation of liability shall not apply to: (i) SELLER#S breach of Sections 11 and 13; (ii) all of the SELLER#S internal costs and expenses and TAXES in connection SELLER#S obligations under any of the GOODS WARRANTIES; (iii) any breach by the SELLER of applicable laws; and (iv) SELLER#S gross negligence, wilful misconduct, fraud or wilful misrepresentation.

1.8 Neither PARTY shall be liable to the other PARTY for any indirect, remote, special, exemplary or punitive damages or consequential damages of such other PARTY, such as loss of business opportunity, goodwill or loss of profits, provided however, the foregoing limitation and exclusion shall not apply to liabilities arising from the SELLER#S breach of Sections 11 and 13, or for SELLER#S, gross negligence, wilful misconduct, fraud or wilful misrepresentation.

### GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

This CONTRACT shall be governed by and construed in accordance with the laws of the Republic of India excluding its conflicts-of-laws provisions which would refer construction hereof to the laws of another jurisdiction. Any PARTY claiming that one or more questions, claims or differences of opinion (each a #DISPUTE#) has arisen which is attributable to the construction, interpretation or performance or breach of the terms and conditions of this CONTRACT, then the PARTIES shall first make good faith efforts to amicably resolve the DISPUTE. If despite good faith efforts the PARTIES cannot amicably resolve the DISPUTE, then either PARTY shall have a right to refer such DISPUTE to arbitration by a sole arbitrator to be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in Ahmedabad, Gujarat, India, shall be conducted in the English language and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator on any DISPUTE shall constitute an award and shall be final and binding on the PARTIES.

### MISCELLANEOUS

1.9 The SELLER represents and warrants to

## PURCHASE ORDER

**Number** : 5110880021

**Po Date** : 25.08.2025

**Page No** : 12

1.10 The BUYER may, at any time, by written notice to the SELLER signed by the BUYER#S authorised representative (#CHANGE NOTICE#) direct changes to this CONTRACT (#CHANGE#), including changes in any one or more of the following: (1) the DRAWINGS and DOCUMENTS, SPECIFICATIONS or SCOPE OF SUPPLY; (2) any additions to or deletions from quantities ordered; and (3) the DELIVERY TERMS. Upon receipt of the CHANGE NOTICE, if no equitable adjustment is required, then the SELLER shall diligently implement and perform the CHANGE such that it shall meet all the performance obligations, including delivery of GOODS as agreed in this CONTRACT. However, if the SELLER believes that it is entitled to an equitable adjustment then the SELLER shall assert its claim for an adjustment for any CHANGE under this Section 19.1 within ten (10) days from the date of the SELLER#S receipt of the CHANGE NOTICE, accompanied by all documents (including technical documents and calculations) supporting or evidencing its claim. The SELLER shall not suspend or delay performance of this CONTRACT during the review, negotiation and settlement of any CHANGE. In the event of a DISPUTE in relation to the validity or interpretation of a CHANGE NOTICE or if the BUYER and the SELLER cannot agree on the terms of the CHANGE, then the BUYER shall have the right to direct the SELLER to implement such CHANGE and the SELLER shall be bound to implement such CHANGE notwithstanding such DISPUTE. The SELLER shall keep auditable records relating to the implementation of such CHANGE. Any such DISPUTE shall be subject to resolution in accordance with Section 18.

1.11 At the sole option and written direction of the BUYER, the SELLER shall store the GOODS up to sixty (60) days beyond the delivery dates stipulated in this CONTRACT, at no cost to the BUYER. The SELLER shall continue to maintain the insurance on the GOODS in accordance with Section 7 for the period of such storage. For storage after sixty (60) days, the SELLER shall be entitled to reimbursement of all direct out of pocket expenses and insurance costs incurred for storage of the GOODS beyond the initial sixty (60) days subject to production of evidence of such payment.

1.12 The BUYER may, at the BUYER#S option, offset any amounts due to the BUYER from the SELLER under this CONTRACT or any other purchase order or contract between the BUYER and the SELLER against any amounts due or to become due to the SELLER from the BUYER under this CONTRACT.

1.13 Neither PARTY may assign, transfer or delegate all or any portion of its rights or obligations under this CONTRACT in any manner, without the prior written consent of the other PARTY, except that this CONTRACT may be assigned or transferred in whole (both as to the benefits and/or the obligations contained therein) or in part by the BUYER to any AFFILIATE of the BUYER and/or to any leasing or financial institution without the consent or approval of the SELLER. Subject to the provision of this Section 19.4, this CONTRACT shall inure to the benefit of and be binding upon the successors and assigns of the PARTIES.

1.14 The performance by the SELLER of its duties and obligations under this CONTRACT is that of

## PURCHASE ORDER

Number : 5110880021

Po Date : 25.08.2025

Page No : 13

1.18 This CONTRACT embodies the entire agreement between the BUYER and the SELLER with respect to the subject matter of this CONTRACT and supersedes all prior agreements, understandings, commitments, promises, representations, negotiations, discussions and correspondence, whether oral or written, between the PARTIES with respect to the subject matter hereof, including any other conditions proposed by the SELLER on the SELLER#S invoices, standard forms and correspondence with the BUYER. Nothing contained in any invoice or other document signifying the agreement, acknowledgement or confirmation, or conditional acceptance of this CONTRACT by the SELLER or communication thereof shall have any effect of amendment or variation to this CONTRACT unless such amendment or variation is specifically accepted by the BUYER in writing and included in this CONTRACT.

### FORCE MAJEURE

For the purposes of this contract, an event of "force majeure" shall mean any strikes, work stoppages or other labor difficulties, fires, floods or other acts of God; acts of government or any subdivision or agency thereof; which are beyond the control of the party claiming the occurrence of a force majeure event and which delays, interrupts or prevents such party from performing its obligations under this contract. Notwithstanding any provision hereof to the contrary, the reduction, depletion, shortage, curtailment or cessation of Seller's supplies or reserves or any other supplies or materials of Seller shall not be regarded as an event of force majeure. The party affected by a force majeure event shall give notice thereof to the other party within (10) days following the occurrence thereof and shall apprise the other party of the probable extent to which the affected party will be unable to perform or will be delayed in performing its obligations hereunder. The affected party shall exercise due diligence to eliminate or remedy the force majeure cause and shall give the other party prompt notice when that has been accomplished. Notwithstanding the foregoing within (5) days following Seller's declaration of a force majeure event which prevents its full and/or timely delivery of the goods hereunder, Buyer may at its option and without liability (1) require Seller to apportion among its customers the good available for delivery during the force majeure period; (2) cancel any or all delayed or reduced deliveries; or (3) cancel any outstanding deliveries hereunder and terminate this contract. After cessation of a force majeure event declared by Seller, Seller shall, at Buyer's option but not otherwise, be obligated to deliver goods not delivered during the force majeure period. After cessation of a force majeure event declared by the Buyer, neither party shall be obligated to deliver or purchase goods not so delivered and purchased during the force majeure period.

\*\*\*\*\*

### Annexure For Site Details

| Site | Site Name            | Address                                                                                                                                                                           | Format   | GSTN No |
|------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| SOIL | RRL VF TN Shamshabad | Reliance Retail Limited, Sr No140/144/146/147/Part of 148/149/150,<br>Vallage Mamidipally angana Rajiv Gandhi,<br>International Airport premises Shamshaba, RANGAREDDY, TG-500108 | Value DC |         |