



Trent Hypermarket Private Limited

25th 26th 27th Floor , Lodha Exelus, New Cuffe Parade, Commercial Building,,Eastern Free Way, Opp. Imax Dome,Wadala
Mumbai400037

Corporate Identity Number:U51900MH2008PTC184184

Purchase Order

Vendor No.: 10106170

Vendor Detail

Weikfield Foods Pvt Ltd

State Name & Code :Maharashtra - 27
Bhagwan sheth Estate compound,C/o PAN No : AAACW4202F
Parekh Imperial logistics LLP,, GSTIN / UIN : 27AAACW4202F1ZQ
BLD- B 4 , Gala No. 106,,Purna
Village,
,Thane - 421302

Consignee Detail (Shipped to)

THPL Bhiwandi DC, State Name & Code :Maharashtra - 27
Star Bazaar-Bhiwandi DC, PAN No : AACCT9803D
Acorn Warehouses and Logistics Park, GSTIN / UIN : 27AACCT9803D1ZE
Dive Anjur Village,
Bhiwandi
Thane - 421302
Maharashtra.

Purchase Order : 5900859532

PO Date : 30.11.2023

Planned Delivery Date : 05.12.2023

Sr . No.	Article Code	Description of Goods / Services	EAN Number	HSN Code/SAC	Qty & UOM	Conversion	Quantity in SKU	Basic Price (Per Pc)	Taxable Value	CGST		SGST/UTGST		CESS		Total	MRP
										Rate	Amt	Rate	Amt	Rate	Amt		
1	1013880	Weikfield Custard Pwder Vanilla Box 500g	8901808000181	21069080	1 CAR	20 PC	20.000	98.99	1,979.76	9.000	178.18	9.000	178.18			2,336.12	160.00
2	1013899	Weikfield Caramel Pudding Mix Box 65g	8901808000990	21069099	1 CAR	100 PC	100.000	30.93	3,093.37	9.000	278.40	9.000	278.40			3,650.17	50.00
3	1291247	WEIKFIELD PASTA SAUCE CHEESY MIX PCH 30G	8901808004523	21039020	2.36 CAR	160 PC	378.000	20.86	7,884.38	6.000	473.06	6.000	473.06			8,830.50	32.00
4	1295171	Weikfield Pasta Elbow PP 400G	8901808006817	19023010	1 CAR	24 PC	24.000	97.77	2,346.54	6.000	140.79	6.000	140.79			2,628.12	150.00

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1. This Purchase Order (hereafter also referred to as "PO" or "this Order") is placed by Trent Hypermarket Limited ("the Company") on the Supplier pursuant to the Conditions of Purchase of Goods Contract, as amended from time to time or as amended and agreed between the parties specifically and the Commercial Terms of Trade executed between the parties. If there is any inconsistency to the extent of the conflict or inconsistency, the terms as provided in the Conditions of Purchase of Goods Contract will precede the Commercial Terms of Trade and the terms of this PO.
2. Time is the essence of this PO & Delivery. Deliveries for this PO should be completed before the delivery date mentioned in the PO at the address specified in the PO. In case of tender of delivery after the aforesaid date or without appointment or after the scheduled time of appointment, the Company reserves the right to refuse to take delivery, cancel the Order and levy a penalty upto 50% of the cost of goods covered under the PO, without any liability to the Supplier for rejection.
3. A delivery tendered without appointment or after the scheduled time of appointment is liable to delays in unloading and the Company reserves the right to reject the entire Delivery, without any liability for breach or other consequences on account thereof.
4. A request for an appointment mentioning the supplier name, delivery data, appointment time, PO number, size of truck and number should be made at least 3 working days prior to date of expiry.
5. Terms of payment will be as per Commercial Terms of Trade and in absence of any such agreement payment will be made within 45 days. No interest for delayed payment (unless statutorily provided for) are agreed to be paid between the parties for this PO and any such clause contained in the invoice of the Supplier is expressly disagreed between the parties.
6. Any changes to the provided appointment date should be communicated at least 1 day prior to schedule delivery date and time. New appointment will be provided in the next 24 hrs subject to availability.
7. The Supplier should comply with the Company's instructions with respect to delivery on pallets, loading of the vehicle by SKU by PO, case size packs. In case of failure to adhere the same, the Company can refuse to take delivery and cancel this Order without any liability for breach.
8. Unless stated to the contrary, the Company shall not be obliged to accept delivery by installments.

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9. On receipt of the goods, the Company will on a random sampling basis and as per its receiving guidelines, inspect the same. Where quality, packaging or labeling defects are observed or if goods are found not to be in accordance with the Company's specifications, compliance with Relevant Legislation, without prejudice to its other rights, the Company will be entitled to reject the said goods and cancel this Order.
10. Unless agreed by the Company to the contrary:
- a. the Supplier shall insure the goods, for an amount equal to the Contract price for the goods, to the location where the goods are collected by the Company or its agent;
 - b. payment for the goods shall be by such method as notified by the Company from time to time, in exchange for proper documents and the Supplier agrees to accept payment by NEFT / RTGS if requested;
 - c. all goods shall be accompanied by a delivery note in such form and containing such details as are required for smooth passage and delivery of the goods in accordance with the laws of respective locations.
11. A goods receipt note issued by the Company's branch or warehouse is the only proof of delivery of any goods that will be accepted by the Buyer and the Buyer shall not be liable to pay for goods unless and until the prescribed receipt note for them is produced to it.
12. Title to and risk in any goods delivered to the Buyer pursuant to a Contract shall pass to the Buyer upon delivery to the Buyer notwithstanding any purported retention of title by the Supplier until some later date or attempt by the Supplier to transfer risk at an earlier date.
13. The Buyer shall take title but shall not accept risk in any goods delivered in excess of the quantity ordered save that in respect of any such over-delivered goods the Buyer shall be entitled to display them for sale and to sell them without first giving notice to the Supplier.
14. The prices mentioned overleaf are ex-factory and are inclusive of packing charges, Excise Duty, Sales Tax, CST, VAT and such other similar taxes that may be applicable or become applicable & in-transit Insurance. Actual freight/Octroi, if any, would be paid extra, only if expressly provided for in this Purchase Order.
15. No other charges will be payable other than those mentioned in the Purchase Order. The Supplier undertakes to perform all legal obligations in respect of this Order and shall be fully responsible for discharging all legal and statutory obligations on his part including payment of all taxes. Original Tax Invoice should be sent along with the goods and a copy of the Tax Invoice, QC Report, Packing List, LR receipt and PO.
16. Bills should be submitted in duplicate and should bear the Supplier's Excise/Sales Tax/VAT/CST Registration Nos. and other statutorily applicable details and should be in form required by Relevant Legislation. The goods ordered hereby should

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confirm to the latest specifications/samples, if any given by the Company, in all respects.

17. No liability will arise on the Company in respect of Purchase Orders placed by anyone other than the - authorized signatories.
18. Unless permitted by the Company in writing, the Supplier shall not divulge, publish or cause to be published by any means whatsoever, the details concerning this order or goods covered thereby.
19. The Supplier shall ensure that the products supplied to the Company shall comply with the applicable provisions of the Legal Metrology Act, 2009 the Legal Metrology (Packaged Commodities) Rules, 2011, the Food Safety and Standard Act or any other laws / statutory regulation/s that may be applicable to the products / sale of the products and the Supplier agrees to bear and pay any amount of penalty, if imposed in this regard by any statutory authority.
20. The Supplier shall not get the goods manufactured or sub-contracted from any third party without prior written approval from the Company.
21. Any addition, alteration, modification, variation and amendment or other changes in this order will not be valid unless confirmed by the Company in writing.
22. If it is found within a reasonable time after delivery of any goods to the address for delivery that the goods or part of them are not in accordance with the applicable Contract or do not comply with any Specification or sample or are not of satisfactory quality or are not suitable for the purpose for which they are intended or are in breach of any of the warranties given by the Supplier or are result in wastage in the manner mentioned below, then the Buyer shall have the right to:
 - a. reject those goods or any of them and to require the Supplier to remove them or any of them and to refund to the Buyer the price paid by the Buyer together with all expenses directly or indirectly incurred by the Buyer in consequence of such rejection or removal; and
 - b. to treat the Contract and/or any unfulfilled part of it as wholly repudiated by the Supplier.
23. The Buyer and Supplier agree that the principal factors which are likely to amount to negligence or default on the part of the Supplier which might result in wastage of the Supplier's goods at the Buyer's stores are:
 - a. failure by the Supplier to comply with the Buyer's requirements as to delivery, warehousing and quality control; or
 - b. failure by the Supplier to notify the Buyer of a change to a Specification (including, but not limited to, MRP and EAN); or
 - c. failure by the Supplier to meet specified delivery dates and times; or
 - d. delivery by the Supplier of goods that:

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- e. are not of the nature, quality, substance and quantity described in the Contract and any Specifications;
- f. do not comply with all Relevant Legislation; or
- g. contain defects in design, materials or workmanship, or foreign matter or are contaminated.

24. The Supplier warrants to the Buyer that all goods supplied by the Supplier to the Buyer:

- i. will be of the nature, quantity, substance and quality described in, and will comply in every respect with the provisions of, the Contract pursuant to which they are supplied and all Specifications;
- ii. will comply in every respect with the provisions of existing local legislation and statutes, and all Regulations, Statutory Instruments, Directives, orders, Decisions or any other requirements made thereunder including those which relate to, or control the nature, substance, quantity, quality, fitness for purpose, packaging, packing, labelling, sale, offering for sale, use, marking, constitution, importation, exportation, transportation, possession, dealing, make-up or trade description of such goods (referred to below as "Relevant Legislation");
- iii. will be free from defects in design, materials and workmanship, free from any adulteration and will not contain any foreign matter;
- iv. will not infringe the rights of any third party established under trademarks, trade names, copyright, patents or any other protection whatsoever;
- v. will not be the subject of any security interest or adverse title.
- vi. any documents relating to goods that are delivered to the Company are valid and that the information contained in the documents is correct.

25. In the event that any goods supplied by the Supplier (whether or not such goods have been supplied to the Buyer) are discovered to have been contaminated, the Buyer shall be entitled, without further liability to the Supplier: to suspend delivery of; and/or to terminate any Contract for; and/or

26. The Supplier accepts full responsibility for, and shall indemnify and hold the Company harmless against, any action, claim, damage, injury, loss (including, without limitation, economic loss, loss of profit, revenue or goodwill), costs (including management and legal costs), or penalty whatsoever awarded against or incurred or paid by the Company resulting or arising directly or indirectly from a breach by the Supplier of any of these Conditions or any other terms of a Contract or the warranties.

27. The Supplier accepts full responsibility for, and shall indemnify and hold the Company harmless against, any costs (including costs pursuant to a Court Order), civil penalties or fines incurred by the Company in defending proceedings brought by any third party (including any prosecution) wherein allegations are made in relations to goods which would, if true, amount to a breach of these Conditions, whether or not such claim is successful and whether or not the Company secures an order that any other

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person should pay those costs.

28. The Supplier is aware that the businesses activities of Trent Hypermarket are self regulated by the Tata Code of Conduct and agrees that it shall at all times abide by the said Code to the extent applicable to the suppliers of Trent Hypermarket. The Supplier may report concerns / suspicions against any fraudulent or unlawful activity any violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of the Company at Ethics.Counsellor@trenthyper-tata.com or +91 022 65850020. The Company, in turn, undertakes that it will maintain confidentiality of all communication received in this regard.

29. This Purchase Order and its interpretation, enforcement, application, validity and effects are subject to the applicable laws in force in India, as amended from time to time.

30. Any dispute or difference at any time between the parties hereto relating to this Purchase Order, shall at the first instance be settled through mutual discussions between Heads of Business / Directors of respective parties and if not so settled shall be subject to the jurisdiction of Courts of Mumbai.

31. The Supplier shall comply, and shall use all reasonable endeavours to ensure that any persons acting for Supplier or on Supplier's behalf comply at all times with standards at least equivalent to those set out in the Star Bazaar Anti-Bribery and Corruption Policy as made available to Supplier and such other corporate gifts, entertainment and anti-bribery policies and procedures as may be issued or made available to Supplier by the Company. Such policies and procedures may be issued in such manner as the Company may reasonably determine, including via their issuance on the Company's vendor link. Where Supplier has reasonable grounds to believe that a breach of such a policy or procedure by Supplier (or any person acting for Supplier or on Supplier's behalf) or any staff or representative of the Company may have occurred, Supplier shall promptly report the potential breach in writing to the Company. Supplier shall co-operate fully with any audits or investigations by the Company. If Supplier breaches this Clause, the Company may terminate any Contract or Purchase Order in whole or part.

This is Computer generated document, signature is not required.

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