Purchase Order

Vendor Name :

WEIKFIELD FOODS PRIVATE LTD-GURGAON
72
Delhi, Delhi
India-110033
GSTIN :07AAACW4202F1ZS
PAN :AAACW4202F
Contact :9111111195

PO No :	GGNPO353637
PO Date :	May 5, 2026
PO Release Date :	May 5, 2026
Payment Terms :	0 Days
Expected Delivery Date:	May 26, 2026
PO Expiry Date:	May 28, 2026
Reference PO Code:	

Billing Address

SCOOTSY LOGISTICS PRIVATE LIMITED
Delhivery Warehouse
Khasara No. 143/8, 9,11,12,13,14/1, 14/2/1/, 18,19,20,21
Gurgaon, Haryana - 122103, India
ggnpod.procurement@scootsy.com
Contact : 8930278033
GSTIN :06AAVCS1691R1Z9

Shipping Address

SCOOTSY LOGISTICS PRIVATE LIMITED
Delhivery Warehouse
Khasara No. 143/8, 9,11,12,13,14/1, 14/2/1/, 18,19,20,21
Gurgaon, Haryana - 122103, India
ggnpod.procurement@scootsy.com
Contact : 8930278033
GSTIN :06AAVCS1691R1Z9

S. No	Item Code	Item Desc	HSN Code	Qty	MRP	Unit Base Cost (INR)	Taxable Value (INR)	CGST		SGST/UGST		IGST		CESS		Additional CESS	Total (INR)
								Rate	Amt (INR)	Rate	Amt (INR)	Rate	Amt (INR)	Rate	Amt (INR)		
1	1529	Weikfield Bakin g Powder| Doubl e Action Baking Powder| Perfec t for Fluppy Ca kes, Cookies, M uffins 100.0 g Colour: Size: size Brand:Default	21023000	300	38.00	27.505	8251.43	0.00	0.00	0.00	0.00	5.00	412.57	0.00	0.00	0.00	8664.00
2	2165	Weikfield Custa rd Powder Vanil la Flavour | Ri ch and Creamy | Contains No Eg g 100.0 g Colour: Size: size Brand:Default	21069099	1,100	45.00	32.571	35828.57	0.00	0.00	0.00	0.00	5.00	1791.43	0.00	0.00	0.00	37620.00
3	2166	Weikfield Corn Starch Amazingl y Versatile Glu ten Free 100.0 g Colour: Size: size Brand:Default	11022000	200	33.00	23.886	4777.14	0.00	0.00	0.00	0.00	5.00	238.86	0.00	0.00	0.00	5016.00
4	2724	Weikfield Faloo da Mix Mango Fl avor Easy To Ma ke Lip Smacking Taste 200.0 g Colour: Size: size Brand:Default	21069099	160	90.00	63.429	10148.57	0.00	0.00	0.00	0.00	5.00	507.43	0.00	0.00	0.00	10656.00

5	3484	Weikfield Corns tarch Amazingly Versatile Glut en Free 500.0 g Colour: Size: size Brand:Default	11022000	80	89.00	64.419	5153.52	0.00	0.00	0.00	0.00	5.00	257.68	0.00	0.00	0.00	5411.20
6	459188	Weikfield Chef' s Basket Durum Wheat Elbow Dom estic Pasta 500 .0 g Colour: Size: size Brand:	19023010	200	180.00	130.286	26057.14	0.00	0.00	0.00	0.00	5.00	1302.8(	0.00	0.00	0.00	27360.00
7	585934	Weikfield Custa rd Powder| Mang o Flavour| Make s Smooth & Crea my Custard| Frui t Salads & Pudd ings 75.0 g Colour: Size: size Brand:	21069080	300	49.00	35.467	10640.00	0.00	0.00	0.00	0.00	5.00	532.00	0.00	0.00	0.00	11172.00
8	69072	Weikfield Custa rd Powder Vanil la Flavour | Ri ch And Creamy | Contains No Eg g 200.0 g Colour: Size: size Brand:Default	21069080	120	76.00	55.010	6601.14	0.00	0.00	0.00	0.00	5.00	330.06	0.00	0.00	0.00	6931.20
9	72625	Weikfield Cocoa Powder Jar 150 .0 g Colour: Size: size Brand:Default	18050000	40	253.00	183.124	7324.95	0.00	0.00	0.00	0.00	5.00	366.25	0.00	0.00	0.00	7691.20
10	742800	Weikfield Chef' s Basket Durum Wheat Penne Dom estic Pasta 500 .0 g Colour: Size: size Brand:	19023010	42	180.00	130.286	5472.00	0.00	0.00	0.00	0.00	5.00	273.60	0.00	0.00	0.00	5745.60

11	82730	Weikfield Bakin g Soda| Food Gr ade Sodium Bica rbonate| Pure & Versatile for Baking, Cooking 100.0 g Colour: Size: size Brand:Default	28363000	500	36.00	23.186	11593.22	0.00	0.00	0.00	0.00	18.00	2086.78	0.00	0.00	0.00	13680.00
12	935622	Chef's Basket M acaroni Pasta| Durum Wheat Sem olina|Rich in P rotein & Fiber| Non-Sticky Heal thy Pasta 850.0 g Colour: Size: size Brand:	19023010	231	112.00	81.067	18726.40	0.00	0.00	0.00	0.00	5.00	936.32	0.00	0.00	0.00	19662.72
13	96312	Weikfield Jelly Crystals Straw berry Flavour 9 0.0 g Colour: Size: size Brand:	21069099	600	60.00	43.429	26057.14	0.00	0.00	0.00	0.00	5.00	1302.86	0.00	0.00	0.00	27360.00
							176631.24		0.00		0.00		10338.68		0.00	0.00	186969.92

Total Amount (INR)	176631.24
GST Compensation Cess	0.00
GST Additional Cess	0.00
Total Tax (INR)	10338.68
Grand Total (INR)	**186969.92**

Amount in Words :

Prepared By Verified By Authorised Signature

Terms And Conditions

1. This purchase order ("PO") is an offer by the Purchaser ("Purchaser") directed towards the Vendor ("Vendor") for the purchase of products mentioned in the table above and/or the services mentioned above, as may be applicable, in accordance with and subject to the terms and conditions contained herein (collectively or individually, where the context so requires, referred to as "Supplies"). Unless explicitly accepted or rejected by the Vendor in writing two (2) days prior to the expiry of this PO, the Purchaser's offer shall be deemed unconditionally accepted by the Vendor. The Purchaser can in its sole discretion at any time after its issuance terminate, cancel, amend or modify this PO.

2. Upon proper delivery of the Supplies at the delivery location in terms of this PO, the sale and delivery/servicing (as the case may be) thereof shall be effective upon confirmation by the Purchaser, which shall be carried out by an authorized representative of the Purchaser in a manner acceptable by the Purchaser and upon the issuance of documents, as may be required by the Purchaser ("Acknowledgement Actions"). In case of sale of products, title and ownership of the product(s), including the benefits under the warranties and guarantees provided by the manufacturer, shall transfer to the Purchaser immediately upon completion of the Acknowledgement Actions, unless otherwise stated in the PO.

3. The Purchaser can, at its sole discretion reject or return all or any portion of such Supplies on account of discrepancies including but not limited to non-conformity as to quantity, quality, non-compliance with any applicable laws or utility, through a discrepancy note which may be handed over to the Vendor's personnel/driver as a physical confirmation or sent via an email (or both). If the Vendor does not, within 14 days from the date of the discrepancy note, raise a dispute for the same on the portal assigned for it, then the discrepancy note shall be deemed to be accepted by the Vendor.

4. The Vendor shall forthwith remedy the shortcomings on priority to the satisfaction of the Purchaser, failing which, at Purchaser's discretion, the PO may be cancelled, Supplies returned, and/or payment withheld by the Purchaser. It is hereby explicitly agreed by the Vendor, that all costs and expenses incurred in relation to the return, replacement or disposal/liquidation of Supplies which are non conforming as per the sole discretion of the Purchaser, shall be solely borne by the Vendor or set off, or recovered from the Vendor. The Vendor shall collect the non conforming Supplies within 14 (fourteen) days from the date of notification by the Purchaser or at the time of the next delivery (if applicable), whichever is earlier.

5. Notwithstanding the foregoing, the Purchaser reserves the right to inspect the Supplies at any time on or after the delivery date, and a return request or a discrepancy note for such supplies may be raised by the Purchaser at a later time as well.

6. The sale of Supplies under this PO is strictly on a return-to-vendor ("RTV") basis. The Purchaser shall have the absolute and unrestricted right, at any time and for any reason whatsoever, to return any unsold, expired, defective, damaged, or customer-returned Supplies to the Vendor at the Purchaser's sole discretion, without limitation or justification.

The Vendor shall, at its own cost and expense, pick up such returned Supplies from the location(s) specified by the Purchaser within ten (10) days from the date of the Purchaser's communication. All logistics, handling, transportation, and associated costs relating to the pick-up and movement of such Supplies shall be borne exclusively by the Vendor.

If the Vendor fails to pick up the returned Supplies within the stipulated period,any invoice re the Supplies shall be considered disputed , and the Purchaser shall, at its sole discretion, be entitled to:

(a) liquidate, dispose of, or destroy such Supplies in any manner it deems fit, without any liability whatsoever; and/or
(b) withhold any payments due to the Vendor; and/or
(c) raise a credit note / debit note for the value of such Supplies; and/or
(d) set off such amounts against any sums payable to the Vendor.

In the event the Purchaser liquidates or disposes of the Supplies due to the Vendor's failure to pick them up, the Vendor shall remain fully liable for the entire value of such Supplies, along with all associated storage, disposal, handling, or administrative costs incurred by the Purchaser.

Upon return or deemed return of such Supplies, the Vendor shall immediately, and in any event within seven (7) days, issue a credit note to the Purchaser for the full purchase price of the returned Supplies, without any deduction. If any advance or prepayment was made by the Purchaser for such Supplies, the Vendor shall refund such amount to the Purchaser within seven (7) days of receiving the credit note, failing which the Purchaser shall be entitled to recover such amounts by set-off or any other means available under law.

The Purchaser's rights under this clause are cumulative and without prejudice to any other rights or remedies available to the Purchaser under contract, law, or equity.

7. In case of unused Supplies which could not be sold or utilized by the Purchaser for any reason whatsoever, the Purchaser shall have the right to liquidate such Supplies in a manner it deems fit and the Vendor shall have no objection to the same.

8. Vendor shall deliver the Supplies at the delivery location mandated by the Purchaser strictly within the timeline prescribed under the PO. The Vendor agrees and undertakes to pay an amount equivalent to eighteen percent (18%) of the invoice value as liquidated damages for each day of delay in delivery of the Supplies to the Purchaser.

9. The invoice issued by the Vendor shall be as per the commercial terms mentioned in this PO. Failure to adhere to these terms will give the Purchaser the sole discretion to (i) reject the Supplies or (ii) partly/fully accept the Supplies, and recover the amounts due from the Vendor, without prejudice to other rights and remedies available with the Purchaser as per law, by set-off or by issuing a debit note. If the Vendor does not dispute the first communication re the debit note, in writing, within seven (7) days from the date of such communication, then it shall be deemed to be accepted by the Vendor.

10. The Purchaser may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Vendor against any amount payable by it to the Vendor or any of its group companies, or withhold any payment(s) of the Vendor in the event of any breach of the terms of PO or discrepancy by the Vendor. Additionally, in case any advance payments have been made to the Vendor by the Purchaser but the Vendor fails to deliver the Supplies against such advance payments, then the Purchaser shall have the right to claim refund from the Vendor for the entire amount so advanced or adjust the same by way of set off, at its sole discretion.

11. The Purchaser shall have the unrestricted right to assign, transfer, novate, or otherwise dispose of, in whole or in part, this Agreement or any of its rights, obligations, or benefits hereunder to any third party, including without limitation its affiliates, group companies, holding companies, subsidiaries, associates, or any successor-in-interest, without requiring any consent, approval, or prior intimation to the Vendor.The Vendor expressly acknowledges and agrees that any such assignment or transfer by the Purchaser shall be valid and binding, and the Vendor shall continue to honor and perform its obligations toward the assignee as if such assignee were the original party to this Agreement.

12. The Vendor shall be solely responsible for payment of all cess, duties, fees, levies, charges, and any other amounts payable to any governmental authority, regulatory body, municipal authority, or any other statutory authority under any applicable law in connection with the Supplies made under this PO ("Statutory Payments"). The Vendor shall, upon request, promptly provide the Purchaser with valid receipts or other documentary evidence of having duly made all such Statutory Payments. If the Vendor fails to make any Statutory Payments or fails to provide proof of such payments, the Purchaser shall have the right, at its sole discretion, to set off or deduct an equivalent amount from any sums payable to the Vendor, without any liability, consequence, or repercussion whatsoever. The Vendor hereby expressly, irrevocably, and unconditionally agrees to such right of set-off and deduction.

13. The Vendor warrants and represents to the Purchaser that it is in whole compliance with, and shall remain in total compliance of, the Vendor Code of Conduct (affixed as an Annexure-I to this PO), the Purchaser's policies (as intimated from time to time), all applicable laws, rules, regulations, government notifications, orders, directions, advisories in existence at the time of execution of this PO and all the future laws, rules, regulations, government notifications, orders, directions, advisories as and when notified/ issued/ made applicable by the government, including but not limited to laws pertaining to legal metrology, drugs and cosmetics, food safety, GST, Data Privacy and E-invoicing compliances. The Vendor also warrants and represents that it has all the requisite licenses and registrations, as per law, for selling the Supplies as specified in the table in this PO.

14. Supplies delivered shall at the time of GRN have a minimum remaining shelf life of 75% or greater, as may be agreed between the parties in writing, failing which, the Purchaser may, at its sole discretion reject the Supplies.

15. The Vendor agrees and undertakes to allow the Purchaser, its affiliates and third parties to use its proprietary Intellectual Property Rights for the purposes of the display for sale/sale of the Supplies. The Vendor also grants the Purchaser the right to indicate or use the intellectual property rights related to the Supplies in any content, listing catalogues etc. over the internet or in any other media, print or digital, in its capacity as owner/ licensee of such IPRs, which it so represents.

16. The Vendor acknowledges that any work, including but not limited to inventions, designs, ideas, concepts, drawings, working notes, artistic work, and intellectual property that the Vendor may individually or jointly with the Purchaser conceive or develop while working within the scope of this Purchase Order (PO) shall be considered as 'works made for hire.' To the fullest extent permitted by law, the Vendor hereby assigns, and agrees to assign, to the Purchaser all rights, title, and interest in and to any intellectual property improved, developed, discovered, or created in connection with such works. The Vendor shall, upon the Purchaser's request, execute, acknowledge, deliver, and file any and all documents necessary or useful to vest in the Purchaser all of the Vendor's rights, title, and interest in and to all such intellectual property(s).
17. The Vendor agrees and undertakes to be solely responsible for all quality assurance related obligations of the Supplies supplied to Purchaser under this PO. The Vendor further undertakes that in the event the Supplies delivered under this PO are defective, adulterated, and/or are damaged, the Vendor shall be liable for such defects/damages and shall at the sole discretion of the Purchaser either (a) replace the Supplies and also compensate Purchaser for its losses and expenses in relation to such Supplies(s) (if any) or (b) refund the price of the Supplies(s) paid by Purchaser to the Vendor and also compensate Purchaser for its losses and expenses in relation such Supplies(s) (if any). The Vendor agrees to abide by the applicable laws related to quality and assurance control in India. The Vendor also agrees that the Purchaser, at no stage shall be held responsible for any issues/claims related to quality assurance, Consumer Protection Act, the Sale of Goods Act, 1930 and any other applicable laws, rules, regulations, government notifications, orders, directions, advisories in India with respect to the Supplies sold by the Vendor under this PO, and shall fully indemnify Purchaser from all such claims, losses, costs, expenses, penalties and damages.
18. The Vendor hereby further agrees and undertakes that any and all costs and expenses, including delivery expenses for delivering the Supplies to the location and/or for collection of the returned Supplies, shall be solely borne by the Vendor and the same shall not be demanded from the Purchaser by the Vendor.
19. The Vendor shall pack and supply the Supplies as per applicable Laws and packaging standards and methods mutually agreed between the parties. The Supplies shall be properly packed and secured by the Vendor in such a manner as to enable them to reach their delivery location in good and marketable condition.
20. The Vendor,its representatives and agents in any capacity shall maintain the confidentiality of all information, documents, and materials provided by the Purchaser in connection with this Purchase Order. The Vendor/its representatives/agents shall not disclose, distribute, or use such confidential information for any purpose other than the fulfillment of this PO as per applicable law, without the prior written consent of the Purchaser. Any confidentiality breach would be dealt with as per law including but not limited to initiating legal proceedings against the Vendor and such representative/agent for damages.
21. The Vendor further agrees to take all necessary and reasonable measures to avoid corruption and bribery. Accordingly, the Vendor shall neither directly nor indirectly offer, promise or grant benefits or advantages (e.g. cash, valuable gifts or invitations that primarily have no business purpose, e.g. to sporting events, concerts, cultural events) to employees and members of an executive body of the Purchaser including their relatives or of any other company belonging to the Purchaser's Group or have such benefits or advantages offered, promised or granted in any other way by third parties. The Vendor affirms not to have done any of the above in order to achieve the conclusion of the PO with the Purchaser.
22. The Purchaser has the right to terminate the PO at any time by providing a written notice to the Vendor. The termination of this PO and the terms and conditions herein for any reason, by either party, shall in no event terminate or prejudice any rights or obligations arising out of or accruing under this PO attributable to events or circumstances occurring prior to such termination.
23. The Vendor agrees that damages may not be an adequate remedy and the Purchaser shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Vendor from committing any violation or enforce the performance of the covenants, representations and obligations contained in this PO. These injunctive remedies are cumulative and are in addition to any other rights and remedies the parties may have as per law or in equity, including a right for damages.
24. No waiver shall be valid unless given in writing by the party or parties from whom such waiver is sought. Any date or period as set out in the PO may only be extended with the written consent of the parties, failing which time shall be of the essence.
25. The Vendor shall, at its own cost and expense, indemnify and hold the Purchaser, its directors, employees, officers, affiliates and agents (collectively "Indemnified Persons") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, interest, penalty, tax imposed, tax loss, including reasonable attorneys' fees and court costs (collectively "Claims"), relating to, resulting from or in any way arising out of:
(a) Breach of any of its representations, warranties or obligations contained herein;
(b) Any claim, suit or proceeding brought against the Purchaser alleging that (i) the sale of any Supplies provided by the Vendor under this PO constitutes an infringement of any intellectual property rights; and (ii) the use of any brands, trademarks and logos of the Vendor by the Purchaser or use of any other content (provided or approved by the Vendor) by the Purchaser constitutes an infringement of any Intellectual Property Rights;
(c) the Purchaser's inability to use or sell the Supplies as a result of any infringement action against the Vendor;
(d) any defects in the Supplies (except any defects arising out of the wilful negligence of the Purchaser) or Services;
(e) fraud or misrepresentation;
(f) breach of the terms, conditions and warranties implied by the Sale of Goods Act, 1930;
(g) defective Supplies that arise under the Consumer Protection Act or breach of applicable laws,.
(h) any disputes arising or any claim(s) that are made against the Purchaser or any credit, refund or other benefit due under the GST laws is denied to the Purchaser due to classification and/ or GST rate adopted by the Purchaser basis the Vendor's invoices for sales made to the Purchaser.

Tax
(i) Any amounts payable by the Purchaser to the Vendor shall be made after withholding / deducting all taxes which it is required to withhold / deduct under applicable Law. The Purchaser shall deduct tax at applicable rates given in the Income Tax Act, 1961 as amended from time to time. The Purchaser shall provide Form 16A (TDS certificates) on a quarterly basis with the first quarter starting in April and ending in June.
(ii) The Vendor shall duly raise and provide the Invoice/ debit note/ credit note to enable the Purchaser to claim tax benefit on or before stipulated time period. All necessary adjustment entries (credit notes, value adjustments, and debit notes) including the adjustment to the taxes applicable on the same shall be made before the stipulated time period provided in the GST law. Any loss arising on account of non-compliance by the Vendor with the aforesaid timeline would be borne by the Vendor.
(iii) The Vendor may charge and the Purchaser will pay Goods and Services Tax ('GST') as applicable by law amended from time to time, provided that such GST is stated on the original invoice that the Vendor provides to the Purchaser and meets the requirements of a valid tax invoice under the GST laws and regulations in force at the time of issuance of the invoice including but not limited to classification of goods and rate of tax.
(iv)The Purchaser will not be responsible to verify the tax rate charged and the classification of the Supplies.
(v)In case E-Invoicing provisions prevailing under the GST law are applicable to the Vendor, the Vendor shall issue the invoice / credit note / Debit note in compliance with the format of e-invoice prescribed in the GST law. In the event, the input tax credit of GST is denied or payment of GST is sought from the Purchaser for reasons attributable to issuance of a deficient invoice, the Vendor shall become liable to promptly, without delay or demur, reimburse to the Purchaser the disallowed or unavailable input tax credits which otherwise the Purchaser would be entitled to along with any other penalties / charges levied by the taxing authority in relation to such non compliance.
(vi)Further, the Vendor agrees to issue an advance receipt with appropriate GST break-up, in the event of collection of any form of advances against the services agreed to be made by the Vendor.

(vii)The Vendor hereby undertakes to remit applicable GST to the appropriate GST jurisdiction of the applicable taxing authority within the time specified in the GST Law in force at the time of issuance of the invoice and report the details of the invoices in the returns within the prescribed time limit so that the Purchaser can take input tax credit of the GST paid.
(viii)In the event, the input tax credit of GST is denied or payment of GST is sought from the Purchaser, for reasons including but not limited to, incorrect classification and/ or tax rate adopted by the Purchaser basis the Vendor's invoice for sales made to the Purchaser, issuance of a deficient invoice, default in payment of GST, inappropriate reporting in the returns filed, invoices not reported in the returns by the 11th of the next month or any such other time limit prescribed under the GST law to file the returns, or any other non-compliance of applicable laws and regulations by the Vendor, the Vendor shall become liable to promptly, without delay or demur, reimburse to the Purchaser the following:
(a) all the GST payable for the services as per the scope mentioned herein, and/or;
(b) the disallowed or unavailable input tax credits which otherwise the Purchaser would be entitled under the applicable law;
(c) interest and penalties associated with such disallowed or unavailable credits or such GST payment sought from the Purchaser; and
(d) all other additional taxes or late charges that may be demanded by or may become payable to the taxing authority from the Purchaser.
(ix)The Vendor acknowledges and agrees that in the event, any tax proceedings are initiated against the Purchaser, the Vendor shall fully cooperate with the Purchaser by furnishing the relevant information related to the services provided to the Purchaser on timely basis as may be required by the Purchaser. Furthermore, all the damages and other costs incurred by the Purchaser due to any fault of the Vendor, the Vendor shall indemnify the Purchaser for all such damages and other costs.
(x) The Vendor acknowledges and agrees that it would adhere to the applicable GST compliances that may be monitored by the taxation authorities and any defaults may result in blacklisting or special scrutiny of either of the Parties. Accordingly, in the event of continuing defaults from the Vendor, which results in any kind of adverse actions against the Purchaser including special scrutiny of the books of accounts of the Purchaser, then the Purchaser shall have the right to immediately terminate this PO for violation of law committed by the Vendor and the breach of this PO.
(xi)The Vendor acknowledges that the Purchaser shall further resell the Purchased Supplies, in as is condition, adopting the classification and rate of GST as per the tax invoice raised by the Vendor on the Purchaser. The Vendor agrees to indemnify the buyer in relation to the classification and the rate of GST charged on the Supplier which are further sold by the Purchaser. In case there is any demand of tax, interest or penalty due to an incorrect classification and/ or rate of GST on the Purchaser, then the Purchaser shall have the right to recover the amount of tax, interest or penalty from the Vendor.
(xiii) The Vendor shall, in compliance with the GST Anti Profiteering Measure as defined under section 171 of the Central Goods and Services Act, 2017 including such rules, guidelines, circulars, notification etc., as may be issued by Government from time to time, be strictly obligated to pass on the benefit of any reduction in GST rates, or the benefit of any input tax credit, to the Purchaser. This shall be effected by an immediate and corresponding reduction in the base price of the Supplies without requiring any formal request or amendment to the PO. The Vendor shall provide documented proof of compliance upon the Purchaser's request.
(xiv) The Vendor shall fully indemnify, defend and hold harmless the Purchaser, its directors, employees, officers, affiliates, agents and contractors harmless from and against any and all losses including but not limited to any liabilities, claims, actions, costs and expenses, third party claims, reasonable attorney's fees and court costs, tax imposed or tax loss, interest, penalty, and costs or expenses of any nature whatsoever (including attorneys' fees and costs), ("Losses") and indemnify Purchaser for all Losses incurred by the Purchaser in or on account of any disputes arising or any claim(s) are made against the Purchaser or any credit, refund or other benefit due under the GST laws is denied to the Purchaser due to classification and/ or GST rate adopted by the Purchaser basis the Vendor's Invoices for sales made to the Purchaser.
(xv)Further and without prejudice to the preceding clause, in the event any credit, refund or other benefit under GST laws is denied to Purchaser or is delayed due to any non-compliance by the Vendor (including but not limited to the Vendor's failure to pay GST to the tax authority) or due to the non-furnishing or furnishing of incorrect or incomplete documents by the Vendor to the tax authority, the Vendor shall fully indemnify, defend and hold harmless Purchaser and reimburse Purchaser for all of its losses including, but not limited to, tax loss, interest, penalty, and costs or expenses of any nature whatsoever (including attorneys' fees and costs), whether accrued, absolute, contingent or otherwise.

21. Each of the parties obligations under this PO is on a principal to principal basis.

22. If a delay or failure by the Vendor to perform its obligations under this PO is due to a Force Majeure Event exceeding 15 (fifteen) days, Purchaser may, in addition to the other rights it may have under this PO or in Law or equity, immediately terminate the PO on providing a notice in writing to the Vendor, failing which Vendor shall indemnify Purchaser of any business loss, loss, claims arising out of it. Wherein Force Majeure Event is an event such as earthquake, typhoon, flood, or other acts of nature, fire, explosion, acts of civil or military authority including the inability to obtain any required approvals or permits, strikes, riots, war or other unforeseen events beyond the Vendor's reasonable control.

23. The rates of Supplies as specified in the table above, along with the payment terms as specified and agreed herein, shall be deemed to be explicitly incorporated in the terms and conditions of this PO and shall be fully applicable to the parties herein. No other terms and conditions pertaining to 'payments' as may be specified in any other document such as invoices etc, shall have bearing over the parties.

24. The Vendor undertakes that it is not registered as a Micro, Small or Medium Enterprise ('MSME') under the Micro, Small and Medium Enterprises Development Act, 2006 and further undertakes to keep the Purchaser informed at all times, in writing, about any change in the status of the enterprise of the Vendor, within 7 (seven) days of obtaining an UDYAM Registration certificate or any other relevant document which confirms the status of the vendor as MSME
25. In the event of any dispute arising out of or in connection with the present PO, the parties shall, at the first instance, operate and negotiate in good faith to settle their dispute amicably. If any dispute is not settled amicably, the parties shall be referred to Arbitration before a Sole Arbitrator to be governed by the provisions of the Arbitration and Conciliation Act, 1996 (as amended) The award given by the arbitrator shall be final and binding on both parties. The language of the arbitral proceedings shall be English and the place of arbitration shall be at New Delhi.
26.Any notice provided under the PO shall be in writing and shall be sent via prepaid registered post with acknowledgement due, or a recognised courier service or ,email to the relevant party at its registered address or email address.
27. Unless expressly agreed otherwise in writing by the Purchaser, the terms and conditions of this Purchase Order (PO) shall prevail and govern, notwithstanding any prior agreements, understandings, or representations made between the Parties with respect to the subject matter hereof. It is further clarified that any generic terms or conditions provided by the Vendor, including but not limited to those included in invoices, onboarding documents, or any other correspondence, shall have no bearing on the Parties and only the terms and conditions of this PO, as issued by the Purchaser, shall prevail

Annexure-I:
Vendor Code of Conduct ("Code")

Compliance with Laws and Policy

Each vendor ("Vendor") supplying goods or services to Scootsy Logistics Private Limited ("Scootsy") shall be carried out strictly in compliance with all applicable laws/ regulations/government orders and under the principles of good corporate citizenship. Further, the Vendor agrees that its performance under any agreement with Scootsy shall be in compliance with Scootsy's Anti-Bribery and Anti-Corruption Policy, Whistle Blower Policy and all applicable anti-corruption laws and regulations. Anti-Bribery and Anti-Corruption Policy and Whistle Blower Policy shall be as intimated from time to time.

Environmental & social responsibility

We expect our Vendors to prioritize environmental protection in all significant aspects of its activities. The Vendor should comply with all applicable environmental laws, regulations and standards, as may be made applicable and strive to reduce the impacts on the environmental quality.

Business Continuity

The Vendor shall ensure that there are plans and procedures to resume business in the event of any physical disaster (such as fire, flood, wind, earthquake, explosion, etc.) or work stoppage of any kind (such as labor strike, economic/social structure breakdown, etc.). Subject to mutual agreement on business continuity plan terms by both parties, the Vendor shall resume services within committed timelines following a disaster or work stoppage event.

Conflicts of Interest

Where an employee(s) of Scootsy or any person connected with Scootsy and their immediate family members have an interest of any kind in the Vendor's business, whether through personal relationships, investments, directorships or any kind of economic ties with the Vendor, the Vendors are required to promptly disclose such situations to Scootsy.

Audit Rights

The Vendor shall at all times keep books, records, and accounts with sufficient detail and precision as to clearly reflect its transactions and the use or disposition of its resources or assets relating to transactions with Scootsy. The Vendor further agrees that Scootsy has the right to audit the transactions related to Vendor's execution of its obligations under the arrangement with Scootsy at any time and such event the Vendor shall cooperate with Scootsy appointed auditors with full disclosure of documents related to transactions. Scootsy upon acquiring knowledge of discrepancies, shall have the right withhold, partial or full payment due towards adjustments, if any and shall release the remaining after receiving the findings of the audit.

Right to Terminate

Where Scootsy determines in its sole discretion that the Vendor has violated this Code or the applicable anti-corruption laws and regulations, Scootsy shall have the right to suspend payment and to suspend or terminate any agreement with the Vendor with prior notice of 7 (Seven) days.

Health and Safety

The Vendors shall provide employees with a safe and healthy workplace in compliance with all applicable laws and regulations. Further, the Vendors shall ensure that all legal requirements including but not limited to occupational safety, emergency preparedness, occupational injury and illness, industrial hygiene, physically demanding work, machine safeguarding, sanitation, food and housing are addressed.

Material Change of Ownership or Management

Where the Vendor proposes to materially change ownership or management or its current shareholders or partners transfer control of Vendor to a third party or a third party assumes control of the Vendor, the Vendor must notify Scootsy in writing of such change within thirty (30) days of occurrence of such change. Thereon, the Vendor shall be required to re-submit necessary documents as many be required by Scootsy for its internal evaluation.

Cooperation with Investigations

The Vendor agrees to provide assistance and cooperation in any investigations related to potential violations of this Code or Anti-Bribery and Anti-Corruption Policy or applicable laws and regulations.