



Tasty Bite Eatables Limited

GENERAL TERMS & CONDITIONS OF PURCHASE ORDER

General: Acceptance of any Purchase Order issued by M/s Tasty Bite Eatables Limited ("Order"), for supply of goods, materials, equipment, software or design services ("Goods"), includes the acceptance of the following terms & conditions by the Supplier and is made expressly conditional on Supplier's assent to the exact terms contained herein. None of the terms in the Order may be modified, added to, or superseded, except with the written consent of M/s Tasty Bite Eatables Limited ("Tasty Bite").

1) Price: The prices mentioned in the Order are the prices at which Tasty Bite has agreed to purchase the goods or services (as applicable). No escalation in the aforesaid prices shall be binding on Tasty Bite, notwithstanding anything that may be mentioned in Supplier's terms of acceptance of the Order.

2) Delivery Terms:

a) Delivery Date: Time is of the essence for shipment or delivery and to any other performance of Goods required of Supplier. Date and time of delivery/performance as mentioned in this Order or shared through a separate supply schedule shall be the essence of the Agreement and no variations shall be permitted except with prior authorization in writing from Tasty Bite.

b)

c) Place of Delivery: The Goods shall be delivered/performed strictly as per the instructions provided in the Order. All such Goods delivered/performed at should reach the shipping address of Tasty Bite (Premises) on the day and time agreed by Tasty Bite.

d) Delayed Delivery: The Supplier is obliged to inform Tasty Bite without delay in writing the circumstances that occur or that become apparent which indicate that the agreed delivery time of Goods cannot be adhered to. In case of any delay in delivery or performance of its obligations by the Supplier, or delay after any extension granted by Tasty Bite, Tasty Bite shall at its option either:

i) accept delayed deliveries at price reduced by 1% for each commenced week of delay or part thereof, provided that, the price reduced shall not exceed 10% of the overall purchase price; and/or

ii) cancel the Order in part or in full and purchase such cancelled quantities from open market at the prevailing market price at the risk & cost of the Supplier without prejudice to its rights under 3(c)(i) above in respect to the goods delivered; and/or

iii) refuse to accept the goods delivered beyond the delivery date and claim the difference between the prevailing market price and contracted price of such quantity delivered belatedly by the Supplier.

e) Delay due to force majeure: In the event of force majeure, the time of delivery may be extended by Tasty Bite at its sole and absolute discretion on receipt of written communication from the Supplier without imposition of liquidated damages. The Supplier must inform Tasty Bite about the force majeure event and its expected duration immediately, but in no case later than ten (10) days from the beginning of each cause of force majeure as defined below. The Supplier shall take all reasonable steps to limit the effect of the force majeure situation by resorting to alternative measures if possible.

3) Goods:

a) The Supplier hereby represents and warrants that the Goods supplied to Tasty Bite are new, free from any defects, suitably and properly packed (conforming to special conditions stipulated by Tasty Bite, if any, for safe and/or undamaged transport), corresponds with the description of the samples of the original specification thereof in full details and as per instructions specified by Tasty Bite in the Order.

b) The Goods shall always be supplied, subject to detailed inspection, at the Premises or such other destinations as specified in the Order for ascertaining whether the goods are in conformity with the Order or not and until then in no event Tasty Bite shall be deemed to have accepted such goods and upon any rejection of goods in question the Supplier shall be deemed to have failed to deliver the concerned goods in accordance with the Agreement.

c) Tasty Bite shall in that event have the same rights as of delayed delivery provided under para 2(c) of these terms and conditions.

Regd. Off. : 201/202, Mayfair Tower, Wakdevadi, Shivajinagar, Pune - 411 005, India.

Tel.: + 91 20 3021 6000, 2553 1105 Fax: + 91 20 3021 6048, E-mail : info@tastybite.com

Factory : Gat No. 490, Bhandgaon, Pune Solapur Highway, Tal. Daund, Dist. Pune - 412214. Tel.: + 91 2117 306500

Website : www.tastybite.co.in, CIN : L15419PN1985PLC037347



Tasty Bite Eatables Limited

- 4) Rejection/ Removal of rejected goods and replacement: Tasty Bite shall have the right to reject the goods whether in full or parts which are not delivered in accordance with the terms of the Order. Within fifteen days from the receipt of the intimation from Tasty Bite of its rejection to accept the goods the Supplier shall remove, at its own cost, the rejected goods from the Premise or wherever such goods are lying. Tasty Bite shall not be in any way responsible for or be held liable for any loss or deterioration of the rejected goods and it shall be at the Supplier's risk entirely. The Supplier shall pay to Tasty Bite reasonable storage charges for storing such rejected goods for a period exceeding 15 days as aforesaid.

Upon rejection, if the Supplier fails to replace the goods with the goods acceptable to Tasty Bite within the contractual period/or time defined by TBEL, then Tasty Bite may, solely at its discretion, exercise all or any of the following options in respect of the rejected/undelivered quantity and the Supplier expressly waives any objections it may have in this respect: -

- a) claim refund of any payment made by Tasty Bite as advance or otherwise to the Supplier under the Order
 - b) withhold, adjust, and/ or set-off any payment required to be made by Tasty Bite to the Supplier under this Order or any other Order entered into between the parties against the cost, losses, damages etc. suffered by Tasty Bite
 - c) purchase such undelivered/rejected quantity from open market at the prevailing market price at the risk and cost of the Supplier.
- 5) Transit Insurance: In case insurance is not included in Supplier's scope he must furnish details such as reference, Receipt/Note No., nature of packing, number of cases, gross weight, net weight, vehicle carrying the goods, value of the goods dispatched etc., with a packing slip immediately on dispatch to Tasty Bite's Premise to take up action to insure the goods. This procedure will be adopted unless specially advised by Tasty Bite to the contrary.
- 6) Invoices: All bills/invoices for supplies/services made bearing GST number of the Supplier (should be dispatched with consignment). Invoice must

contain the following information: Purchase Order number, item number, description of item, quantities, unit prices, extended totals, packing slip number, shipping details, applicable taxes, and any other information reasonably required by Tasty Bite.

Tasty Bite may dispute any invoice by providing oral or written notice or partial payment. Tasty Bite will make commercially reasonable efforts to notify Supplier in writing of any disputed amount within 60 days of receiving the concerned invoice. Supplier shall in good faith assist Tasty Bite in resolving all such disputes.

7) Payment Terms:

- a) After Tasty Bite accepts the goods/services and receives a correct and undisputed invoice (the "invoice date"), Tasty Bite will release payment within the stipulated days as mutually agreed with supplier.
- b) Payment of an invoice will not constitute acceptance of goods, and is subject to adjustment for errors, shortages, defects or other failure of Supplier to meet the requirements of this Order.
- c) Unless otherwise agreed, Supplier is responsible for all expenses incurred providing the goods or services and performing under this Purchase Order.

- 8) Compliance with laws: Supplier represents and warrants that it: (a) has and shall maintain as valid at all times all applicable licenses, permits, approvals, authorizations and/or other statutory approvals required to perform its obligation/s under the Order; (b) shall at all times duly observe, perform and comply with all obligations, requirements and/ or prohibitions contained in any statutes, regulations or ordinance of any authority whether governmental or provincial, relating to or in any way affecting or regulating the respective performance of the Order by it.

- 9) Taxes: Except as otherwise provided below, the amounts to be paid by Tasty Bite to Supplier do not include any taxes. Tasty Bite is not liable for any taxes that Supplier is legally obligated to pay. However, Tasty Bite will pay Supplier applicable GST or any other taxes it owes due to this Purchase Order and which the law requires Supplier to collect from Tasty Bite. If Tasty Bite provides Supplier a

Regd. Off. : 201/202, Mayfair Tower, Wakdewadi, Shivajinagar, Pune - 411 005, India.

Tel.: + 91 20 3021 6000, 2553 1105 Fax: + 91 20 3021 6048, E-mail : info@tastybite.com

Factory : Gat No. 490, Bhandgaon, Pune Solapur Highway, Tal. Daund, Dist. Pune - 412214. Tel.: + 91 2117 306500

Website : www.tastybite.co.in, CIN : L15419PN1985PLC037347



Tasty Bite Eatables Limited

valid exemption certificate, Supplier will not collect the taxes covered by such certificate. Supplier will indemnify and hold Tasty Bite harmless from any claims, costs (including reasonable attorneys' fees).

- 10) Warranty: The Supplier warrants that goods and/or services supplied shall be of the highest grade and quality unless otherwise specified; shall conform to the specifications, drawings, samples or other descriptions contained in the Order or furnished or specified by Tasty Bite; shall be fit and sufficient for the purpose intended; shall not violate any third party intellectual property rights and shall be merchantable, of good material and workmanship and free from all the defects whether latent or patent. In case the same is found to be defective, inter-alia, in respect of materials, workmanship, design or process of manufacturing within a period as agreed between Supplier and Tasty Bite, in which case the Supplier shall refund the price paid by Tasty Bite in respect of the said goods. The Supplier shall guarantee that the material shall under this order strictly comply with the specifications and the requirements agreed upon. The Supplier further agrees that all materials / goods shall be repaired or replaced as the case may be at its own expense. The Supplier shall be liable for all costs and damages and replacements at the sole option of Tasty Bite. These warranties are in addition to those implied by or available at law to Purchaser and shall exist notwithstanding the acceptance and/or inspection by Purchaser of all or part of the goods or services.

- 11) Cancellation/Termination: Tasty Bite reserves the right to cancel/terminate this Order or any part thereof. Tasty Bite shall be entitled to rescind the Agreement wholly or in part in a written notice to the Supplier if (i) the Supplier fails to comply with the terms of the Order; or (ii) the Supplier goes bankrupt or goes into liquidation proceedings; or (iii) the Supplier fails to deliver the goods on time and / or replace the rejected goods promptly; or (iv) the Supplier fails to deliver the goods/services of desired quality, weight, specification, drawing, layout, design, etc.; or (v) the Supplier makes general assignment for the benefit of the creditors; or (vi) Receiver is appointed in respect of property of the Supplier. Tasty Bite shall also be entitled to cancel this Order with mutual consent of the supplier.

- 12) No Assignment: This Order shall not be assigned to any other agency by the Supplier without obtaining prior written consent of Tasty Bite.

- 13) Force Majeure: Failure or omission to carry out or observe any of the stipulation or condition of the Agreement shall not give rise to any claim or be deemed a breach of the Agreement if the same shall arise from any of the following cause. viz. the imposition or restriction on import, Acts of God, war, hostilities, invasion, rebellion, terrorism, revolution, insurrection, civil war, riot etc. The Supplier submits its acceptance of this agreement with the above conditions by acceptance of Tasty Bite's Order even in case where the confirmation has been made under assumption of different condition.

- 14) Special Conditions: Supplier will ensure that all statutes, regulations of the Central or State Government are strictly followed. Tasty Bite shall not be liable to pay any damages/compensation due to non-compliance of these rules / regulations by Supplier.

- 15) Governing Law: This Order shall be governed by, and construed in accordance with the laws of India. Any dispute arising from the Purchase Order shall be submitted exclusively to the competent courts of the Maharashtra.

Pending a dispute, neither Tasty Bite nor the Supplier shall be excused from performing any of its obligations under this Order, except for obligations directly affected by the dispute.

- 16) Limitation of Liability: In no event shall Tasty Bite be liable to Supplier, or to Supplier's officers, employees or representatives, or to any third party, for any indirect, consequential, incidental, special, punitive or exemplary damages of whatsoever nature (including, but not limited to, lost business, lost profits, damage to goodwill or reputation and/or degradation in value of brands, trademarks or trade names, service names or service marks, or injury to persons) whether arising out of breach of contract, warranty, tort (including negligence, failure to warn

Regd. Off. : 201/202, Mayfair Tower, Wakdewadi, Shivajinagar, Pune - 411 005, India.

Tel.: + 91 20 3021 6000, 2553 1105 Fax: + 91 20 3021 6048, E-mail : info@tastybite.com

Factory : Gat No. 490, Bhandgaon, Pune Solapur Highway, Tal. Daund, Dist. Pune - 412214. Tel.: + 91 2117 306500

Website : www.tastybite.co.in, CIN : L15419PN1985PLC037347



Tasty Bite Eatables Limited

or strict liability), contribution, indemnity, subrogation or otherwise.

- 17) All spare parts should carry the following: a) Name of the Machine b) OEM/Party's name c) Sr No. as per the catalogue d) Tasty Bite's Order No. and date, e) Quantity and all other relevant information.
- 18) Works carried out in Tasty Bite's factory or premises by the Suppliers representatives etc.: Agent representative or employees of the Supplier who in pursuance of the Agreement have to work in Tasty Bite Factory/Premises will be subject to the rules and regulations existing in the works. Tasty Bite shall not be liable for any accident which may cause to the Suppliers personnel.
- 19) Intellectual Property Rights: All drawings, specifications and other documents furnished by Tasty Bite and Tasty Bite's consultants, and copies thereof furnished to the Supplier, are for use solely with respect to this Order. Such drawings, specifications and other documents are to be returned to Tasty Bite at the completion of the Order or earlier termination of this Agreement. All drawings, specifications and other documents prepared by or for Supplier in contemplation of, in the course of, or as a result of performing the work shall be deemed works for hire and all right, title and interest therein shall vest in Tasty Bite, whether or not the Order is ultimately completed. To the extent such drawings, specifications or other documents cannot be considered, by operation of law, works for hire. Supplier shall assign to Tasty Bite all right, title and interest thereto and all copies of such drawings, specifications and other documents shall be delivered to Tasty Bite upon completion of the Order or earlier termination of this Agreement. Supplier agrees to provide Tasty Bite with reasonable assistance necessary to protect Supplier's interest in intellectual property created under this Agreement. The Supplier and any third party appointed by them, in furtherance to the Order, are authorized to use and reproduce applicable portions of the drawings, specifications or other documents appropriate to and for use in the execution of their work under the contract documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the drawings, specifications

and other documents prepared by or for Tasty Bite. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Purchaser's copyrights or other reserved rights. Any intellectual property conceived or developed during the course of the Order based upon or arising from Tasty Bite's confidential and proprietary information shall be solely owned by Tasty Bite. Except as expressly provided herein, no license or right is granted hereby to the Supplier, by implication or otherwise, with respect to or under any patent application, patent, claims or patent or proprietary rights of Tasty Bite.

- 20) The terms and conditions of this Purchase Order constitute the entire Agreement between the parties here to and changes will be binding only if the amendments are made in writing and signed by the authorized representatives of Tasty Bite and the Supplier.
- 21) Risk of loss and/or damage to any goods furnished hereunder shall be upon Supplier until the goods are physically delivered to Tasty Bite's facility specified on the Order and accepted by Tasty Bite. (Ex Factory/ Delivered Terms)
- 22) Indemnification: Supplier agrees to defend, indemnify and hold harmless Tasty Bite, its affiliated companies or parent companies, and their officers, employees, agents, guests, invitees and customers from and against any and all liability, loss, damage, fine, penalty, cost or expense (including attorneys' fees) by reason of any allegation, claim, action or suit, whether for death, personal injury, property damage or otherwise, arising out of (1) failure of the goods or services supplied to meet specifications or warranties or for the goods or services to be otherwise defective; or (2) any alleged or actual, direct or contributory infringement or misappropriation of any patent, copyright, trade secret or other proprietary right arising from the purchase, use or sale of such goods or services; or (3) any damage to goods while being transported or delivered to Tasty Bite; or (4) any breach by Supplier of any term or condition contained in the Order; or (5) violation of applicable laws; or (6) alleged defect in the packaging material or of any goods being

Regd. Off. : 201/202, Mayfair Tower, Wakdewadi, Shivajinagar, Pune - 411 005, India.

Tel.: + 91 20 3021 6000, 2553 1105 Fax: + 91 20 3021 6048, E-mail : info@tastybite.com

Factory : Gat No. 490, Bhandgaon, Pune Solapur Highway, Tal. Daund, Dist. Pune - 412214. Tel.: + 91 2117 306500

Website : www.tastybite.co.in, CIN : L15419PN1985PLC037347



Tasty Bite Eatables Limited

alleged to not adhere to any standard or quality set out herein or under any applicable laws; and/or (7) the acts, omissions, or wilful misconduct of Supplier's employees and subcontractors, including their agents and representatives, and all other persons performing any services under the Order with the Supplier, whether or not caused in part by a party indemnified hereunder. In the event that the goods or services, in Purchaser's reasonable opinion, are likely to infringe a patent or copyright, or misappropriate a trade secret (and in any event, if a court of law finds that the goods or services, in fact, do infringe or misappropriate), then Supplier shall further provide Tasty Bite one of the following forms of relief to be chosen by Supplier: (a) obtain a license on Tasty Bite's behalf to continue to use or sell the goods or services; (b) redesign the goods or services so that they do not infringe or misappropriate; or (c) refund Tasty Bite the price paid for the goods or services in question. In any and all claims against Tasty Bite by any employee of Supplier, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the Paragraph shall not be limited in any way by any indemnity or limitation on the amount or type of damages, compensation or benefits payable by or for Supplier, any subcontractor, or anyone directly or indirectly employed by any of them under workers' compensation acts, disability benefit acts, or other employee benefit acts.

23) Confidentiality: Supplier shall keep confidential all specifications and proprietary information furnished by Tasty Bite or prepared by Supplier in connection with the performance of the Order (including the existence and terms of the Order) and shall not divulge or use such specifications or information for the benefit of itself or any other party, except as required for the efficient performance of the Order. Upon completion of the Order, Supplier shall make no further use, either directly or indirectly, of any such specifications or information.

24) Disposal: If applicable, Supplier shall at all times retain title and ownership to any and all materials, substances or chemicals not incorporated into the work that Supplier or any subcontractor brings onto

Tasty Bite's premises. Supplier shall be solely responsible for the handling, transportation and disposal of any and all materials, substances and chemicals and any waste generated due to their activity. Supplier shall not dispose or permit the release of any materials, substance or chemical, or any waste generated or resulting from the use thereof on Tasty Bite's premises. Supplier shall handle, transport, and dispose of any and all substances and chemicals, including but not limited to hazardous wastes and substances as defined by applicable federal, state and local laws, rules, regulations, codes and ordinances.

25) Severability: If any provision of this Agreement is held to be invalid, illegal or unenforceable, either in whole or in part, that holding will not affect the validity, legality or enforceability of the remaining provisions of this Order.

26) Original Excise Gate pass must accompany each delivery for excisable goods, if applicable.

27) The Supplier will not claim without Tasty Bite's knowledge any refund from the excise authorities for the amount of Central Excise duty on the supplies made to us. The Supplier shall also undertake to refund to Tasty Bite all money recovered from Govt. authorities for payments made by Tasty Bite.

28) Unless a specific objection to each of the terms of this Order is raised within 48 hours from the date of Order/email under which this Purchase Order is sent, it shall be deemed to be accepted in full.

Regd. Off. : 201/202, Mayfair Tower, Wakdewadi, Shivajinagar, Pune - 411 005, India.

Tel.: + 91 20 3021 6000, 2553 1105 Fax: + 91 20 3021 6048, E-mail : info@tastybite.com

Factory : Gat No. 490, Bhandgaon, Pune Solapur Highway, Tal. Daund, Dist. Pune - 412214. Tel.: + 91 2117 306500

Website : www.tastybite.co.in, CIN : L15419PN1985PLC037347