



## SALE AND SUPPLY AGREEMENT

This Agreement for Strategic tie up Agreement (“Agreement”) is entered and executed on 28th May 2024, at Mumbai.

### BY AND BETWEEN

**GLOBAL KITCHENS PRIVATE LIMITED**, a company incorporated under Companies Act, 1956 and existing under the Companies Act, 2013, having its Registered Office at 1, Rashid Mansion, Worli Point, Worli, MUMBAI, Maharashtra 400018 (hereinafter referred to as “**Company**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **FIRST PART**.

### AND

**Fratelli Wines Private Limited**, a company incorporated under the Companies Act, 1956 (as amended) and having its registered office at #18, South Drive, DLF farms, Chattarpur, New Delhi 110074 (hereinafter referred to as “**Supplier**” which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **OTHER PART**.

Supplier and Company shall for the purpose of this Agreement be collectively referred to as “**Parties**” and individually as a “**Party**”.

### RECITALS:

- A. Whereas, Supplier is, inter alia, engaged in the business of manufacturing, selling, producing, marketing, distributing and supplying of goods, in the name and style of “Fratelli” in India hereinafter called as “Goods” and is desirous of selling the Goods at the locations including but not limited to as defined in the Annexure C of the Agreement.
- B. Supplier in order to sell Goods from the locations approached Company and requested to allow it to sell Goods from the locations.
- C. Based on the representation made by the Supplier, Company has agreed to engage Supplier for supplying the Goods under this Agreement.
- D. The Parties have, therefore, decided to enter into this Agreement to record the terms and conditions mentioned herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration flowing from each Party to the other, sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. DEFINITIONS

- 1.1 “**Good/s**” means all such goods which are supplied to the Company by the Supplier mentioned in Annexure A of this Agreement.
- 1.2 “**Effective Date**” means first date of supply of Goods by Supplier to the Company.

### **Fratelli Wines Private Limited**

CIN NO. : U15511DL2007PTC168258

**Registered Office** : Brij Green Farms, A-35, Satbari, Mehrauli, New Delhi-110074 Tel. : +91 11 2680 8013.

**Corporate Office** : 18, South Drive, DLF Farms, Chattarpur, New Delhi-110074 Tel.: +91 11 2659 2900.

**Bangaluru Office** : 995, 2nd Cross, 13th Main, HAL 2nd Stage, Indiranagar, Bangalore-560008.

**Mumbai Office** : TP Buildtech, R-809, TTC Industrial Area, MIDC, Rabale Navi Mumbai - 400701.

**Winery** : Gat No. 131, Zanjewadi Taluka : Malshiras, Distt. Solapur - 413107. Maharashtra (India)

Email: [info@fratelliwines.in](mailto:info@fratelliwines.in) Website: [www.fratelliwines.in](http://www.fratelliwines.in) Facebook: <http://facebook.com/fratelli.vineyard>



- 1.3 “**Purchase Price**” means the price of the Goods purchased from the Supplier and paid by Company under this Agreement and as more specifically defined in **Annexure B** of this Agreement.
- 1.4 “**Force Majeure Event**” means any event that is beyond the control of the affected Party, the occurrence of which could not be reasonably expected by the affected Party and the effect of which could not be reasonably avoided or overcome by the affected Party and includes all or any of the following events or occurrences and the effects thereof- Acts of God, flood, earthquake, storm, cyclone, tornado, hurricane, lightning, fire, explosion, epidemic, pandemics, embargoes, riot or civil – disturbances; strikes or other labour disputes which affect the production or delivery of the Goods; sabotage, expropriation, confiscation, orders or temporary or permanent injunctions of any duly constituted court /tribunal/authority of competent jurisdiction.
- 1.5 “**Financial Year**” means the period which commences from 1<sup>st</sup> April of a calendar year and ends on 31<sup>st</sup> March of the following calendar year.
- 1.6 “**Business Day**” shall mean a day other than Saturday and Sunday on which banks are open for normal banking business.

2. **TERM:**

This Agreement is entered for a period of 1 year and shall commence on 15/06/2024 and, unless terminated earlier in accordance with its terms, shall continue in full force and effect until 14/06/2025. Parties may, however, agree to renew this Agreement for a further term on mutually agreed written terms and conditions.

3. **OBLIGATIONS OF THE SUPPLIER**

- 3.1 Supplier hereby agrees and warrants that as agreed between the parties, the Supplier shall on its own deliver the Goods at the Purchase Price set out under **Annexure- C** at Company’s delivery points as set out by Company or as otherwise instructed by Company, from time to time.
- 3.2 The Supplier has for the purpose of the brand visibility at the outlet has agreed to provide Goods equivalent to Purchase Price of Rs.1,26,000 (Rupees One lakh twenty six thousand only) to the Company at zero cost (Goods against visibility). Such Goods against visibility shall be delivered to the Company, whether together or in tranche, as and when requested by the Company and the Supplier shall supply and deliver the same to the Company without any question.
- 3.2 Supplier will send detailed monthly reports, by volume and value, for all Goods delivered to Company’s locations.
- 3.3 Supplier shall at its own cost recall the Goods from the locations of Company or from any location as instructed by Company in the event of any defect / damage/ quality issue found in the Goods and shall indemnify Company against any and all losses or claims, damages, liabilities, expenses and disbursements of attorney and/or other professional (including the fees, expenses and disbursements of attorney and / or other professional fees and costs) suffered and / or incurred by Company for the Goods.
- 3.4 Supplier agrees to deliver Goods within Seven (7) Business days from the date of receipt of the order.
- 3.5 Supplier shall comply with all the regulations including packaging as may be applicable as per the Legal Metrology Act, 2009 (including the rules and regulations made thereunder) and any other current / future applicable laws and regulations including but not limited to Food Safety and



Standards Act, 2006; Legal Metrology Act, 2009; Sales of Goods Act, 1930; Consumer Protection Act, 2009 as amended from time to time and the quantity is as indicated by Company.

- 3.6 Supplier must confirm to all relevant and applicable regulations/laws (including labour laws) and Supplier shall be responsible to ensure that while providing the Good/s under this Agreement, all such applicable laws/regulations (including labour laws) are strictly followed by Supplier. Supplier shall apply for, obtain and pay for any and all required permissions, permits, approvals, certificates, licenses and inspections necessary for the proper execution and provision of its obligations under this Agreement. Supplier shall adhere to the Agreement Labour Regulations, as may be applicable to them.
- 3.7 Supplier agrees to be responsible for due compliance of all statutory and administrative requirements and regulations of the government (central or state) and local bodies or any other governmental agencies, municipal laws, local laws or any other laws applicable relating to establishment and running of its Factory and in relation to carrying out its obligations in this Agreement.
- 3.8 Supplier represents and warrants to Company that all Good/s that are manufactured/packed/delivered by the Supplier are in accordance with the provisions of this Agreement: (i) be free from any manufacturing/packaging defects and will have been manufactured/packed in accordance with good manufacturing/packaging practices as prevalent in the industry; (ii) to the best of its knowledge, not infringe the intellectual property rights of any third party; (iii) be free and clear of all liens and encumbrances.
- 3.9 Supplier represents that it shall on its own and not through any distributor/ third party supply the Goods to the Company.
- 3.10 Supplier shall be solely responsible to the consumer for any complaint raised by the consumer pertaining to any product purchased of the Supplier and Company shall not be a party to it.
- 3.11 Supplier further agrees that in case of any dispute/ claim that arises from any person/ third party/ statutory authority having any concern/ question on any aspect of the Goods including but not limited to packaging, labelling, quality of the Goods, it shall be the Supplier who shall be solely responsible and liable and Company shall in no manner be responsible or liable for the same and nowhere shall Company be made party to it.
- 3.12 It is agreed by the Supplier that all the obligations pertaining to Goods under this Agreement shall be applicable for Goods against Visibility.
- 3.13 The Supplier agrees that the Company shall use its best efforts to meet the volume endeavors outlined in Annexure E.

#### **4. PRICES AND PAYMENT**

- 4.1 The Supplier shall supply and deliver the Goods at the Purchase Price and the payment shall be made by the Company within 30 days of receipt of valid invoice.



- 4.2 For the purpose of utilization of Rs. 1,26,000 against the “Goods against Visibility”, the Supplier shall issue a total credit note worth Rs. 1,26,000 to the Company and Company, in its sole discretion, shall be entitled to apply the amount specified in the credit note (partially or wholly) against any amount payable (existing or future) by Company to Supplier under this Agreement. In the event of failure to utilize credit note (partially or wholly) by Company for any reasons whatsoever, Company shall be entitled to claim such non-utilized amount of credit note from Supplier and Supplier, without raising any objections, shall make the payment of such claim in the manner as communicated by Company thereby. The said clause shall survive the termination of the Agreement.
- 4.3 In pursuant to clause 4.2, Supplier shall furnish the copies of credit notes issued to Company while raising invoices on GKPL under this Agreement.
- 4.4 The Purchase Price payable by the Company to the Supplier is net of statutory deductions as may be imposed or applicable from time to time. Supplier shall ensure that all invoices raised by it as per the terms of this Agreement are GST compliant. Such tax invoices shall also be valid and in compliance with all the statutory rules or guidelines in relation to tax laws including GST Act, rules and regulations and / or other regulatory requirements etc for the time being in force. It is agreed and understood that if Supplier fails to charge applicable taxes at the time of invoicing, The Company shall not be held liable in any manner whatsoever to pay applicable taxes thereafter (including interest , penalty if any) and the same shall be borne by the Supplier.
- 4.5 Supplier shall raise invoice to the Company clearly mentioning the HSN/SAC code for the goods/services provided. Supplier shall discharge the GST liability and file GST returns in time, such that the Company can claim the input tax credits. Supplier, as the case may be, undertakes that a debit note/ supplementary invoice/credit note with appropriate references to the original invoice will be issued only in circumstances mutually agreed between the Parties.
- 4.6 Post supply of Services under this Agreement Supplier will cooperate with the Company and provide information that may be reasonably requested by the Company in connection with claiming such credit of input tax under the GST Laws limited to tax invoice or debit note issued by Supplier or such other taxpaying document(s) as may be required as proof of payment of such applicable GST under applicable law by Supplier. Where, transactions in respect of which the Company has claimed input tax credit are notified as unmatched vis-à-vis the corresponding disclosures made by Supplier in his periodic returns, Supplier would extend necessary assistance/corrective action including inter alia carrying out revision/ rectification of its returns, so that the Company is able to claim input tax credit from GST authorities. Despite such corrective action by Supplier, if the Company is still not able to claim credit for any GST paid by the Company to Supplier, Supplier shall indemnify the Company in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such fault, omission or non-compliance. The Company, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Company.
- 4.7 In the event of any change in GST Registration Number(s), either Party shall inform the other party forthwith of the same and promptly provide particulars of new GST Registration Number(s). In the event of cancellation of GST Registration Number(s), either Party shall inform the other party forthwith of the same. Other Party’s decision regarding continuance of business dealings with the informing Party on the occurrence of such event will be final.
- 4.8 In consideration for availing the Services, the Company shall pay Supplier purchase price after deduction of tax at source under Income Tax Laws as may be in force from time to time or any other tax as applicable from time to time. The Company shall be responsible for timely furnishing certificate of such tax deducted as submitted to relevant authorities, to enable Supplier to avail benefit of such tax deducted by the Company.



- 4.9 Each Party represents and warrants that it shall comply with the GST laws and other Indirect Tax laws. In case of any loss or damage suffered by a party, by reason of any act or omission of the other party, the party in default shall indemnify the other party for any such loss or damage.
- 4.10 The Parties would be responsible for their own tax assessments, audits, inquires, etc. and would keep other Party indemnified from any additional tax demand arising out of the same.
- 4.11 Both Parties agree to provide necessary documents, as may be required by law from time to time, to prove the compliance with the applicable tax laws with respect to this Agreement including its obligations to deposit the necessary taxes with the authorities. Any interest, penalties or recoveries by any authority on account of default in statutory compliances by the respective party will be solely borne by the defaulting party on its own account.
- 4.12 In case the Company notices any discrepancy in input credit at GST portal, the Company shall solely reserve the right to recover the amount of GST from the Supplier.

## **5. WARRANTY AND REPRESENTATION OF SUPPLIER**

- 5.1 Supplier represents that the Supplier is complying with all applicable central, state, local or agency laws, regulations, rules, ordinances, standards and requirements specified in the relevant regulations including FSSAI, Legal Metrology Act, 2009 and related regulations and the Supplier has obtained all licenses, permits or authorization required by any governmental body or authority for manufacturing and supplying the Good/s under this Agreement.
- 5.2 Supplier hereby represents that, the Good/s does not infringe upon the intellectual property rights of any third party and be free and clear of all liens and encumbrances.
- 5.3 Supplier represents and warrants to Company that all Good/s that are supplied by the Supplier are free from any manufacturing defects/packaging defects and have been manufactured in accordance with good manufacturing/packaging practices prevalent in the industry;
- 5.4 In case, any defect /damage or foreign object/s is found in or on the Good/s then the Supplier shall at its own cost recall the Goods from the location of Company or from any location instructed by Company in accordance with the provisions of this Agreement and Supplier shall indemnify against any and all losses or claims, damages, liabilities, expenses and disbursements (including the fees, expenses and disbursements of attorney and / or other professional fees and costs) suffered and / or incurred by Company.
- 5.5 Supplier agrees to never make a public announcement or disclose to any third party or use any other means such as internet, advertisements or media to state that Company purchases Good/s from the Supplier.
- 5.6 Supplier warrants that it shall supply Goods against Visibility as agreed under the Agreement.

## **6. ORDER, SUPPLY, INVOICING AND PAYMENT CREDIT TERMS**

- 6.1. Company shall place an order with the Supplier which shall include the following: exact quantity of each Goods required by Company, any specification with regards the size/design/packaging of the Good/s, timelines for delivery of the Goods and such other related specifications.



- 6.2. Supplier agrees to deliver Goods including Goods against Visibility to Company in accordance with this Agreement within seven (7) Business Days from the date of receipt of the order. In case, Supplier is unable to deliver the Goods within the specified time frame, Company reserves the right to order similar Goods from other Supplier and in such case the differential price, including the logistics cost borne by the Company of the similar goods procured by the Company shall be paid by the Supplier to the Company.
- 6.3 Whenever Company or Supplier becomes aware that Good/s is or has become harmful to persons or property or that the Goods are not suitable in any manner which is or may become harmful to person/s, it shall immediately give notice of such problem to the other Party and shall provide all information in its possession with respect to such problem. If the Parties agree that it is necessary to recall any quantity of Goods from Company's outlet/ location, for any reason as mentioned, then Supplier shall recall such Goods. Supplier agrees to prepare a documented recall policy which complies with applicable law and will follow the same. Supplier shall at its own cost recall the Goods from the outlets /location of the Company in accordance with the provisions of this Agreement.
- 6.4 Company reserves the right of rejection of the Goods that do not confirm to the quality standards of the Company or are received beyond the delivery time as specified in the order specifications and in case the shelf life of the Goods is less than 60%.

7. **RETURN/REPLACEMENT OF GOOD/S**

The return/replacement of Good/s by Company will be governed by the return/ replacement policy as envisaged below:

- 7.1 Replacement of the damaged Goods by the Supplier in the event of any transit damages will be replaced only for the quantity of Good/s that have been returned after checking the condition of the Goods and also in case the shelf life of the Goods is found to be less than 60% at all times during the continuance of this Agreement. The cost of the re-transportation shall be borne by the Supplier.
- 7.2 In case of return of damaged Goods, the Supplier shall issue necessary Credit Note to Company, within 7 (seven) days, from the date of receipt of the return. The cost of the re-transportation shall be borne by the Supplier.
- 7.3 Supplier shall be responsible for Pilferage, damage and loss of the Good/s till the same are received and acknowledged by Company's delivery location. However, post-delivery of the Good/s, the entire risk and responsibility shall be on the account of Company.
- 7.4 Notwithstanding anything stated under the Agreement, the Company shall reserve all right to return the Goods which are expired and not used by the Company on account of Force Majeure event, business loss, business shut down, non-functioning/ operation of business/ any circumstances or situation outside the control of the Company and Supplier shall accept the said Goods without any conditions including demand of remuneration for such expired goods.

8. **ASSIGNMENT**

Supplier shall not be entitled to assign neither this Agreement nor any rights hereunder, except as expressly permitted by this Agreement, directly or indirectly without the prior written consent of Company. Company may assign any of its rights and obligations hereunder to any of its group companies, affiliates and joint venture partners or any affiliate/ associate company which is not a party to this Agreement after intimating to the Supplier. In the event that such transfer by Company necessitates any amendment/modifications to this Agreement, or executing a novation agreement, then the Parties shall cooperate with each other to effect such transfer".



**9. INTELLECTUAL PROPERTY**

Supplier shall not, at any time, without obtaining prior written permission, use Company's or its affiliate's symbol, logo or photographs or any other description/depiction, which is reflective and/or associated with Company's identity or its affiliate's identity and the same will remain the exclusive intellectual property of Company. Supplier shall not use Company's or its affiliate's symbol, logo or photographs in any advertisement and other promotional materials aimed to promote the same during the term of this Agreement.

**10. TERMINATION**

- 10.1 This Agreement shall be terminated at the expiry of the Term of this Agreement; or if at any time during the Term of this Agreement, Goods on a recurring basis, does not meet the specifications agreed between the Parties as per the orders placed by Company, then Company shall have the right to terminate this Agreement.
- 10.2 If at any time during the Term, any process of liquidation or winding up etc. starts against a Party, or the Party makes an assignment for the benefit of creditors, or any proposal under a bankruptcy code or any comparable local statute, or if a bankruptcy petition is filed against or presented by that Party or if a court of competent jurisdiction enters a judgment or order approving such petition or any petition seeking reorganization, arrangement or composition of that Party or its debts or obligations, or if a custodian or receiver and manager or similar official is appointed for that party, or its assets, then the other Party shall have the right to terminate this Agreement forthwith with respect to that Party.
- 10.3 Either Party may terminate this Agreement by giving 30 (thirty) days' notice in writing to the other Party.
- 10.4 In case of breach of any provisions of the Agreement, either party shall have seven (7) days after receipt of a written notice for any breach from the non-defaulting party, to cure any non-compliance of any term of this Agreement and to provide satisfactory evidence thereof curing the defect to the non-defaulting party. If any such non-compliance is not cured within that time, this Agreement shall terminate forthwith on the expiry of (7) seven days.
- 10.5 In the event of termination of this Agreement, for any reason whatsoever, then all orders accepted by the Supplier, prior to the date of termination of this Agreement shall be completed notwithstanding the termination of this Agreement; and Company shall make the payments towards the Good/s within thirty (30) days from the date of termination of this Agreement.
- 10.6 It is understood and agreed between the Parties that termination/exit by the Company from a particular location would not construe as the termination of the entire Agreement.
- 10.7 Termination of this Agreement does not affect: the survival of Clause no.5.6 (Representation and Warranty), clause 12 (Confidentiality), clause 10 (Termination) and any other provision of this Agreement which is expressly or by implication intended to survive termination.

**11. FORCE MAJEURE**

In case Supplier or Company is unable to carry out any obligation mentioned in this Agreement by reason of a Force Majeure Event and it shall

- (i) give the other Party immediate notice of such event; and
- (ii) uses its best efforts to remove the Force Majeure Event as quickly as possible, that obligation will be suspended so far as it is affected by the Force Majeure Event during its continuance.



Where Supplier's relies on a Force Majeure Event and Company is unable to obtain supply of the Goods, Company may, source supply of comparable Goods (in any format) from another party, but only to the extent that, and only for so long as, Supplier is unable to supply as a result of the Force Majeure Event.

## **12. CONFIDENTIALITY**

- 12.1 The Supplier shall keep in strict confidence the existence and contents of the Agreement and all information in whatever form received or obtained by the Supplier from, or on behalf of Company or any other member of the Company Group as a result of, or in connection with the Agreement, including technical or commercial know-how, specifications, inventions, processes, initiatives, pricing information, purchasing volumes and history, purchasing specifications, product marketing results, any other confidential information concerning the business of the Company Group and any reports, summaries or analyses to the extent prepared from such information. The Supplier shall only disclose such confidential information to those of its personnel who need to know the same for the purpose of discharging the Supplier's obligations under the Agreement and shall ensure that such personnel shall keep such information confidential. The Supplier may also disclose such of Company's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 12.2 The Supplier shall, on demand, return to Company (or, at Company's instruction, destroy) all documents and other materials containing or reflecting any of the confidential information referred to in clause 12.1.
- 12.3 The Supplier shall not, without Company's prior written consent (and, if relevant, approval as to content), use any brand names of Company for advertisement or publicity purposes or make any press release or comment to a third party with regard to its relationship with Company, the Agreement or the Goods.

## **13. INDEMNITY**

- 13.1 The Supplier shall take the responsibility in case of any defect/ delay or damages suffered by Company for act/ omission by the Supplier. Further, the Supplier hereby agrees to indemnify and hold harmless Company against any loss, damage suffered by Company due to any breach of this Agreement.
- 13.2 The Supplier unconditionally and irrevocably agrees, as a continuing obligation on an after-tax basis, to defend indemnify Company in full against, and to pay on demand an amount equal to, any and all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses (together with any applicable GST)) suffered or incurred by, or awarded against, Company arising out of or in connection with:
- (a) any claim made against Company for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods;
  - (b) any claim made against Company by a third party arising out of, or in connection with, the supply of the Goods to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Supplier or its Personnel;
  - (c) any claim made against Company by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier or its Personnel;





- (d) any claim made against Company by a third party arising out of, or in connection with, any change to the rate of GST applied to supplies of mixed Goods (being Goods which are liable to GST at a composite rate) or linked Goods (being Goods where two items which are liable to GST at different rates are linked together for the purposes of an onward supply); and
- (e) Subject to clause 15, any failure or delay by the Supplier in performing its obligations under the Agreement (including any breach of a warranty given by the Supplier in relation to the Goods.

This clause 13.2 shall survive the termination of the Agreement.

- 13.3 Supplier shall indemnify, defend and hold harmless Company (including each of the respective directors, officers and employees, affiliates, personnel, assigns and successors in interest, as the case may be), from and against any and all losses or claims, damages, liabilities (whether criminal or civil), expenses and disbursements (including the fees, expenses and disbursements of attorney and / or other professional fees and costs) suffered and / or incurred by Company which may arise out of or as a result of any claim made against Company in respect of any liability, loss, foreign object found in the Goods, damage, injury, cost or expense sustained by Company to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from any announcement, circular, advertisement or other publicity in connection with this Agreement, its subject matter or any ancillary matter shall be made or issued by Supplier without the prior written consent of Company. Notwithstanding anything to the contrary, the maximum liability of Company towards the Supplier or any other third Party arising under this Agreement shall not exceed the amount paid or payable by Company to the Supplier during the period of 1 (One) month preceding the date of dispute in any case whatsoever. This section shall survive the expiry or termination of this Agreement.

#### 14. INSURANCE

During the term of the Agreement and for a period of 12 months thereafter, the Supplier shall, at its own expense, maintain in force, with a reputable insurance company, product/goods liability insurance, public liability insurance, professional indemnity insurance and any other relevant insurance to such levels as may be specified by Company, if not so specified, to such levels as may be required to cover such heads of liability as may arise under, or in connection with, the Agreement (including, where relevant, motor vehicle liability insurance). The Supplier represents and warrants that its insurance policies cover any loss and damage that Company may suffer as a result of the Supplier's acts or omissions.

The Supplier shall, on Company's request, produce the insurance certificate(s) giving details of cover and the receipt for the current year's premium in respect of the insurances referred to in clause 14.

#### 15. BUSINESS ETHICS AND CODE OF CONDUCT

- 15.1 The Supplier shall establish and maintain appropriate business standards, procedures and controls to ensure compliance with, and shall procure that its Personnel comply with, all environmental regulations, labour laws, industry best practice and Company Policies.
- 15.2 The Supplier shall not offer or give to Company or any of its Personnel any gift, inducement or reward of any kind for entry into the Agreement or for doing or omitting to do anything in connection with the Agreement.
- 15.3 Company's customers and clients demand quality goods and products and service at all times, and also expects us to ensure that those goods are produced ethically and sustainably. We also



understand that when people are treated with respect, work in decent conditions and earn fair rates of pay, both they and their companies benefit from increased commitment and productivity and expect the same commitment from our business partners including the Supplier.

- 15.4 The Code of Conduct therefore outlines the minimum requirements placed on our suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. The Code of Conduct and policy can be found in Annexure D.

## 16. **QUALITY AND SAFETY ASSURANCE**

- 16.1 All Goods supplied by the Supplier must meet an agreed quality standard and comply with all relevant local, FSSAI, food safety guidance, Legal Metrology Act, 2009 and rules and regulations and other application legislations. No aspect of the Goods shall be altered without the prior knowledge and agreement of Company.
- 16.2 The Supplier must have attained and shall, for so long as it is supplying Goods to Company, maintain third party accreditation by such suitably recognised industry accepted certification and inspection body as may be specified by Company from time to time. The Supplier shall forward appropriate certificates and audit reports to Company on renewal and /or reissue. Exceptions are permitted, but only following a satisfactory risk assessment and once express written consent is obtained from Company. Breaks in accreditation are only permitted in exceptional circumstances and with the prior written consent of Company.
- 16.3 If the Supplier is supplying food and beverage goods or ingredients, Company reserves the right, to carry out routine audits of the Supplier and its operations against the Company's standard at the Supplier's cost. Such audits shall take place no more than once annually unless, in Company's reasonable opinion, an audit is required as a result of a fall in the Supplier's performance levels.
- 16.4 The Supplier shall operate a procedure to permit easy and rapid identification of any batch of Goods supplied to Company. Traceability must also apply to any raw material used in the manufacture of the Goods. If Company is required to initiate a Goods recall, the Supplier will be responsible for certain charges as set out in the due diligence questionnaire. It is the Supplier's responsibility to ensure that it carries adequate product liability insurance to cover the cost of a Goods recall generated by the Supplier. The Supplier shall inform Company of any incident which compromises, or is likely to compromise, the safety, legality and quality of any Goods supplied to Company in a timely manner following identification.
- 16.5 Company will send to the Supplier each complaint made in respect of the Goods, together with all information relating to it, for investigation and, where appropriate, corrective action. The Supplier must respond to all complaints received by it within seven days following receipt. Company may also charge the Supplier an amount to cover any additional costs incurred by Company as a result of any Goods failing to conform to, or comply with, the Agreement.

## 17. **CONFLICTS**

Each of Supplier and Company represent and warrant to each other that they have the authority to enter into this Agreement. Supplier and Company further represent and warrant to the other that the execution, delivery and performance of this Agreement by it will not violate any of its agreements with, or rights of, third parties.

## 18. **NOTICES**

- 18.1 Any communication, notice or request given or made hereunder shall be served either personally, e-mail, facsimile, courier or registered post in accordance with the following particulars:



(i) **In case of Company:**  
Global Kitchen Private Limited  
Address: 1, Rashid Mansion, Worli Point, Worli,  
MUMBAI MH 400018

**In case of Supplier**

Attn. Mohit Kumar  
Address: #18, South Drive, DLF farms, Chattarpur, New Delhi 110074  
Email: [Secretarial@fratelliwines.in](mailto:Secretarial@fratelliwines.in)

- 18.2 Any communication, notice or request sent by either Party to the other Party shall be in English and delivered at co-ordinates stated herein above or at such other address notified in writing to the other Party. Any change in the above-mentioned co-ordinates of a Party shall be duly notified in writing to the other Party within three (3) days of such change.
- 18.3 Any communication, notice or request so addressed to the relevant Party shall be deemed to have been duly served or given on (i) the date of service, if served personally, (ii) on dispatch and receipt of confirmation of receipt of dispatch, if sent by facsimile; (iii) on receipt of such email by the recipient, if given by email; or (iv) on the seventh (4<sup>th</sup>) Business Day after service, if sent by an internationally recognized courier.

**19. ANTI-BRIBERY AND CORRUPTION**

- 19.1 The Supplier shall, and shall procure that its Personnel and any other persons who are engaged in connection with the supply of any of the Goods and who are "associated" with the Supplier shall, at all times during the term of the Agreement comply with all applicable anti-bribery and corruption laws and regulations or any other applicable laws in the performance or purported performance of the Agreement and, in particular, shall not, either directly or indirectly, offer, promise, give, authorise the payment of or transfer a financial or other advantage to: (i) any public or government official in order to obtain or retain business and with the intention of influencing such official in their capacity as an official where such official is not permitted or required by written law to be influenced by the offer, promise or gift; or (ii) any other person with the intention of inducing or rewarding the improper performance of a function or activity.
- 19.2 The Supplier shall implement and at all times maintain suitable policies and procedures designed to prevent any activity, practice or conduct relating to the Agreement that would constitute an offence under any applicable laws and shall procure that all of its Associates shall at all times comply with all such policies and procedures.
- 19.3 The Supplier shall provide Company with all reasonable assistance to enable Company to comply with all applicable laws, including informing Company of any request by a third party for payment of a bribe in connection with the Goods.
- 19.4 The Supplier shall disclose to Company in writing, immediately on it becoming aware of the same, full details of any fact, matter, event or circumstance which does or might constitute a breach of this clause. Any failure by the Supplier to perform its obligations under, or procure compliance with this clause shall be deemed to be a material breach of the Agreement by the Supplier, such breach being incapable of remedy and giving Company the right to terminate the Agreement.
- 19.5 Without prejudice to the foregoing provisions of this clause, the Supplier unconditionally and irrevocably agrees, as a continuing obligation on an after-tax basis, to indemnify Company in full against, and to pay on demand an amount equal to, any loss which Company (and their respective directors, officers, employees, successors and assigns) may incur at any time or from time to time (whether by way of damages, settlement, costs or otherwise) and all costs and expenses (including legal fees and together with any applicable GST) in respect of, or as a result of, any actual or alleged



bribery or breach of this clause by the Supplier or any of its Personnel or any other person engaged by it in the performance, or purported performance, of its obligations under the Agreement.

**20. AMENDMENT AND WAIVER**

20.1 This Agreement can be amended only if the same is in writing and has been signed by the Parties.

20.2 The failure of a Party at any time or times to demand strict performance by the other Party of any of the terms of this Agreement shall not of itself be construed as a continuing waiver or relinquishment thereof and each Party may at any time demand strict and complete performance by the other Party of the terms of this Agreement. Further, no consent or waiver of non-compliance with any of the provisions of this Agreement shall be deemed to constitute a consent or waiver of non-compliance of any other provisions, whether similar or not, nor shall any consent or waiver constitute a continuing consent or waiver. Also, no consent or waiver shall be binding unless signed in writing by the Party giving the consent or making the waiver.

**21. SEVERABILITY**

Should any provision(s) of this Agreement be held invalid or unenforceable under the laws of India, such invalidity shall not affect the entire Agreement. This Agreement shall then be construed as if it did not contain the provision(s) held to be invalid, and the Parties shall endeavor, in good faith to replace such invalid provision(s) with a new provision(s) which shall be as nearly as possible similar in its/their legal and commercial effect to the replaced provision.

**22. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements whether written or oral between the Parties with respect thereto. The purchase orders issued pursuant to this Agreement shall be deemed to be a part of this Agreement.

**23. COUNTERPARTS**

This Agreement may be executed in two number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

**24. PRINCIPAL TO PRINCIPAL**

This Agreement is being entered into between the Parties on a 'principal to principal' basis and the Parties are independent of each other and nothing contained herein is intended to or shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the Parties hereto or their respective representatives and employees or to provide any of the Parties with any right, power or authority, whether express or implied to create any such duty or obligation.

**25. MISCELLANEOUS**

25.1 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Supplier and the Company.

25.2 The exercise by a Party of any right or remedy provided in this Agreement is without prejudice to the exercise of any other right or remedy provided herein or any other right or remedy that a Party may



have in law or equity.

**26. GOVERNING LAW AND JURISDICTION**

26.1 This Agreement shall be governed in accordance with the laws of India.

26.2 The courts in Mumbai shall only have Jurisdiction in the event of any dispute between the Parties of this Agreement.

**IN WITNESS WHEREOF** this Agreement has been signed by the authorized representatives of the Parties hereto on the date first herein above written.

Signed on behalf of Company  
Global Kitchen Private Limited

Signed:

Name:

Designation:



VIKAS VERMA

Business Head



Signed on behalf of Supplier  
Fratelli

Signed:

Name: Sonu Kumar

Designation: Zonal Sales Head



ANNEXURE A

LIST OF GOODS

PRODUCTS NAME	Pack Size
J'noon Red	750 ml
J'noon White	750 ml
JCB 47 Sparkling	750 ml
Sette Magnum	1.5 Litre
Sette	750 ml
Sette	375 ml
Sette	180 ml
Gran Cuvee Brut	750 ml
Gran Cuvee Brut	375 ml
MS RED/WHITE/ROSE (New Label)	750 ml
NOI/Noi Rose SPARKLING	750 ml
NOI/Noi Rose SPARKLING	375 ml
Sangiovese	750 ml
Merlot	750 ml
Sangiovese Bianco	750 ml
Sangiovese Bianco	375 ml
Fratelli Shiraz	750 ml
Fratelli Shiraz	375 ml
Shiraz Rose	750 ml
Shiraz Rose	375 ml
Shiraz Rose	180 ml
Cabernet Franc - Shiraz	750 ml
Cabernet Franc - Shiraz	375 ml
Cabernet Franc - Shiraz	180 ml
Cabernet Sauvignon	750 ml
Cabernet Sauvignon	375 ml
Sauvignon Blanc	750 ml
Sauvignon Blanc	375 ml
Sauvignon Blanc	180 ml
Chenin Blanc	750 ml
Chenin Blanc	375 ml
Chardonnay	750 ml
Chardonnay	375 ml



**ANNEXURE B  
PRICE LIST**

<b>State : Karnataka</b>				
<b>Fratelli Brand Name</b>	<b>Size</b>	<b>No. Of bottles</b>	<b>MRP</b>	<b>Landed Price Per bottle</b>
<b>Premium Range</b>				
Fratelli Sette	750 ML	12	2,100	1,909
	375 ML	24	1,150	1,045
Fratelli NOI	750 ML	12	995	905
	375 ML	24	500	455
Fratelli NOI Rose	750 ML	12	995	905
	375 ML	24	500	455
Fratelli Gran Cuvee Brut	750 ML	12	1,350	1,227
	375 ML	24	750	682
Fratelli Merlot	750 ML	12	1,100	1,000
Fratelli Sangiovese	750 ML	12	1,000	909
Fratelli Cabernet Franc Shiraz	750 ML	12	950	864
	375 ML	24	500	455
Fratelli Cabernet Sauvignon	750 ML	12	980	891
	375 ML	24	520	473
Fratelli Chardonnay	750 ML	12	925	841
	375 ML	24	480	436
Fratelli Sangiovese Bianco	750 ML	12	900	818
Fratelli Sauvignon Blanc	750 ML	12	850	773
	375 ML	24	450	409
Fratelli Shiraz Rose	750 ML	12	850	773
	375 ML	24	450	409
Fratelli Chenin Blanc	750 ML	12	825	750
	375 ML	24	430	391
<b>Master Selection Range</b>				
Fratelli Master Selection Red	750 ML	12	1,290	1,173
Fratelli Master Selection White	750 ML	12	1,250	1,136
Fratelli Master Selection Rose	750 ML	12	1,250	1,136
<b>J'Noon Range</b>				
J'Noon Red	750 ML	12	4,500	4,091
J'Noon White	750 ML	12	3,000	2,727
JCB Sparkling	750 ML	12	2,000	1,818



**ANNEXURE C  
LOCATION OUTLET LIST**

<u>Outlet</u>	<u>Address</u>
<u>THE IRISH HOUSE - Galleria</u>	<u>police station, RMZ Galleria, Food Court 3rd Floor, opp. Yelahanka, Ambedkar Colony, Yelahanka, Bengaluru, Karnataka 560064</u>
<u>THE IRISH HOUSE - RMZ</u>	<u>RMZ Ecoworld Rd, Adarsh Palm Retreat, Bellandur, Bengaluru, Karnataka 560103</u>
<u>Copper Chimney</u>	<u>RMZ Galleria, Bellary Rd, Yelahanka, Bengaluru</u>

**ANNEXURE D**

**ETHICAL TRADE CODE OF CONDUCT AND HUMAN RIGHTS POLICY**

1. The Company demand quality goods/products and service at all times, and also expects the business partners to ensure that those goods/products are produced ethically and sustainably. The Company understand that when people are treated with respect, work in decent conditions and earn fair rates of pay, both they and their companies benefit from increased commitment and productivity.

2. This Code of Conduct therefore outlines the minimum requirements placed on the Company's business partners concerning their responsibilities towards their stakeholders and the environment. Company defines their stakeholders as their employees, and also any employees of their sub-contractors. Company reserves the right to reasonably change the requirements of this Code of Conduct as necessary to keep up with relevant legislation and to reflect our sustainability targets and ambitions.

3. **KEY PRINCIPLES**

(i) **Workforce rights**

The people working for the Company's business partners are to be treated with respect, and their health, safety and basic human rights must be protected and promoted. Each business partner must strive to comply with the Ethical Trading Initiative base code (detailed below), which the Company has adopted as our international standard, and with all relevant local and national laws and regulations

(ii) **Modern slavery**

The Company does not tolerate any form of slavery, forced labour or human trafficking within or business or our supply chain. We expect our business partners to have satisfactory processes for managing the risks associated with modern slavery within their business. All business partners are required to inform the Company immediately should they become aware of any actual or suspected slavery, forced labour or human trafficking in their business transaction or supply chain in respect of any goods/products, services or component parts supplied to or services provided to the Company.

(iii) **Environmental standards**

The Company's business partners must act in accordance with the applicable statutory and international standards regarding environmental protection. The Company also encourage our business partners to:





- Monitor, measure and minimize environmental pollution and work to improve environmental performance where possible;
  - Use manufacturing processes that:
  - are energy and resource efficient
  - contain minimal use of virgin or rare materials
  - maximise use of post-consumer materials where possible
  - are non-polluting
  - recycle materials where appropriate
  - Report on these impacts and activities
- (iv) Sub contracting business partners who use subcontractors are responsible to ensure that any subcontractors are aware of the standards set out in this Code of Conduct or have an equivalent policy in place.
- (v) **Auditing and continual improvement**  
To ensure adherence and continual improvement against this agreement, the Company reserves the right to visit and assess our business partners' operations when it is deemed appropriate. The Company expects our business partner to support this process fully and also to encourage their own business partners to work to these principles. This policy will be reviewed by the Board on an annual basis.

### Ethical trade Code of Conduct

#### THE ETHICAL TRADING INITIATIVE BASE CODE

#### 4. EMPLOYMENT IS FREELY CHOSEN

- (i) There is no forced, bonded or involuntary prison labour.
- (ii) Workers are not required to lodge 'deposits' or their identity papers with their employer and are free to leave their employer after reasonable notice.

#### 5. FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- (i) Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- (ii) The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- (iii) Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- (iv) Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

#### 6. WORKING CONDITIONS ARE SAFE AND HYGIENIC

- (i) A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- (ii) Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.



- (iii) Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- (iv) Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- (v) The company observing the code shall assign responsibility for health and safety to a senior management representative.

**7. CHILD LABOUR SHALL NOT BE USED**

- (i) There shall be no new recruitment of child labour.
- (ii) Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; "child" and "child labour" being defined in the appendices.
- (iii) Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- (iv) These policies and procedures shall conform to the provisions of the relevant ILO standards.

**8. LIVING WAGES ARE PAID**

- (i) Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- (ii) All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- (iii) Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

**9. WORKING HOURS ARE NOT EXCESSIVE**

- (i) Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.
- (ii) In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

**10. NO DISCRIMINATION IS PRACTISED**

- (i) There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

**11. REGULAR EMPLOYMENT IS PROVIDED**

- (i) To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.
- (ii) Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

**12. NO HARSH OR INHUMANE TREATMENT IS ALLOWED**

- (i) Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

The provisions of this code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where the provisions of law and this Base Code address the same subject to apply that provision which affords the greater protection.



### APPENDIX: Definitions

**Child:** Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 138, the lower will apply.

**Young Person:** Any worker over the age of a child as defined above and under the age of 18.

**Child Labour:** Any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.

### ANNEXURE F

<u>ENTITY</u>	<u>Location</u>	<u>QTY in Cases</u>	<u>C.N Value</u>
GKPL	Bangalore	31	1,26,000

