



Subway India KES Program
TERMS AND CONDITIONS OF SALE

A. CREATING KES ONLINE ACCOUNT

1. Only a bonafide Subway Franchisee / Master Franchisee can create a new account on the Stellar KES portal.
2. Account will be ready to use only after the same has been verified by Stellar Gastronom. For verification of any new account Stellar would require 48 hours from the time respective DA's approval has been received.
3. Passwords and user id of all bonafide accounts are the property of the Franchisee and the secrecy of the same has to be maintained by user only. In case of a forgotten password or user id, the same can be requested using email or online request. Stellar will have the right to confirm the identity of the Franchisee before disclosing any information.
4. Stellar KES portal accepts payments through debit/ credit card/online payment.
5. Acceptance of KES terms & conditions is a Pre requisite for commencement of any business between Subway Franchisee/ Master Franchisee & KES.

B. PLACING AN ONLINE ORDER FOR FULL STORE/ REMODELING / RELOCATION

1. Franchisee/Master Franchisee has to submit his/her full set drawing to Stellar.
2. All orders are subject to unit prices as listed on KES portal. These prices are duly approved by IPCA and are subject to change without prior notice as the same are approved by IPCA on cost plus basis, each time a consignment is received at the warehouse. The prices mentioned on the portal on the date of transfer of full payment by the Franchisee are applicable. In case of part payment, Franchisees are not entitled to any protection against price increase.
3. Based on full set drawing Stellar will create a draft purchase order to the Franchisee.
4. Please note that Subway drawings are issued on finished sizes and not raw sizes. In case final measurements at site are less than the measurement used in the store layout drawing, equipment ordered as per layout drawing may not fit at site. If any equipment needs to be replaced due to discrepancy in final site dimensions, any packing, freight and insurance charges will be borne by the franchisee.
5. Draft purchase order consists of décor range, small ware, large equipment, misc items with their respective minimum ordering quantities as mentioned in the drawings and specified by Subway.
6. Franchisee/ Master Franchisee will use the draft purchase order to generate an online/manual order.
7. Franchisee/ Master Franchisee can order and purchase additional quantities of any SKU subject to stock availability.
8. A copy of all orders punched is sent to Subway-coordinators for approval.
9. The order is accepted by Stellar only when the coordinators approve the same.
10. An order will be deemed as placed only when an order acknowledgement is sent by Stellar subject to fulfillment of any requirements mentioned therein.
11. **In case of partial consolidation, KES will charge 20% margin on supplies of imported décor wallpapers and smallware.**

C. PLACING AN ONLINE ORDER FOR PART ORDER

1. Franchisee/ Master Franchisee can punch an order for any SKU listed on Portal
2. Stellar will accept the order and confirm delivery date based upon quantity ordered and current stock levels. Most items are available ex - stock.
3. On KES Portal, items can be ordered only for use in Subway Stores.

D. DUTIES & TAXES / EXTRA COST

1. Following will be charged over and above the basic price subject to Franchisee/ Master Franchisee's prior confirmation.
 - a. GST Extra as Applicable
 - b. Any other Govt. Taxes – If Applicable
 - c. Marine Insurance – to be purchased paid directly by client and shared well before the date of dispatch
 - d. Freight – To be paid directly by client
 - e. Special packing – If Required
 - f. Incidental Charges – If Any
 - g. Courier EDL (Extra Delivery Location) - Wherever Applicable

E. WAY BILL/ GOODS INSURANCE

1. Franchisee/ Master Franchisee will provide Way bill / Transit insurance copy etc. duly completed as required.
2. Transport vehicle will play in city limits as per state law.

F. PAYMENTS

1. All purchase orders must be accompanied with 100% payment. Delivery period will be counted from the date of receipt of full payment in our Bank Account. Part payments will not entitle Franchisee/ Master Franchisee to make claim for an earlier delivery.
2. Payments can be remitted to Stellar by RTGS / DD / Cheque and Online through KES Portal

G. INSPECTION AND DELIVERY OF GOODS

1. Stellar will supply all items in 21 clear working days from the date of commercially and technically clear purchase order with 100% payment.
2. Franchisee/ Master Franchisee has to arrange for approval from International Coordinators for release of goods. Goods will be dispatched only on receipt of approval.
3. Stellar recommends inspection of goods by Franchisee/ Master Franchisee before packing and dispatch.
4. In case of full stores, Stellar will dispatch the goods through a transporter approved or appointed by Franchisee/ Master Franchisee / Master Franchisee/ Master Franchisee. In case of part orders, the goods will be dispatched through Gati KWE or Blue Dart whichever is more economical depending upon the consignment weight & volume.
5. Stellar does not undertake any responsibility for the conduct, service quality or the transit time taken by the approved transporter.

6. As soon as the goods are sent, Stellar will send a mail with all dispatch details to the Franchisee/ Master Franchisee for his reference. The following documents accompany the goods
 - a. Commercial Invoice
 - b. Packing List
 - c. Vendor contact list and escalation matrix for installation and after sales
 - d. Lorry Receipt
 - e. State Entry Permit / Way Bill
7. All cancellations / return of goods supplied as per Franchisee/ Master Franchisee's POs are subject to cancellation surcharge @ 10% of PO value.
8. In case of short supply by Stellar due to unavailability of any items, additional freight will be borne by Stellar but due to delay in current supply chain situation globally Stellar will not be liable to bear any extra freight cost until situation get backs to normal
9. In case a Franchisee/ Master Franchisee wants part delivery in advance, any additional freight, thus incurred will be to Franchisee/ Master Franchisee's account.
10. Custom designed Counters are not returnable.

H. RECEIVING OF GOODS BY THE FRANCHISEE/MASTER FRANCHISEE

1. Receiving of goods should be done by the Franchisee/ Master Franchisee or his authorized representative only.
2. Any loss / damage or short supply of any item must be mentioned on the invoice at the time of receiving with acknowledgement of the vehicle driver.
3. Franchisee/ Master Franchisee must ensure the following while receiving:
 - a. No of packages received must match the number mentioned on the invoice and consignment note.
 - b. All packages are intact and in good condition with no visible external damage.
 - c. Packages are offloaded as per shipping and handling instructions mentioned on the carton.
 - d. Offloading Labor at Destination to be arranged by Franchisee/ Master Franchisee.
 - e. All heavy equipment should be placed on or nearest to its final placement.
 - f. No packaging should be opened by unauthorized personnel. All major equipment (e.g. Proofer Oven, Toaster, Microwave, Front Counter, Freezer/Chiller, Ice Machine) are to be unpacked by OEM installation team only
 - g. All items in packages should be checked against packing list and invoice and any shortages against packing list discovered in the packages should be brought to the notice of Stellar within 48 hours. No claims will be entertained on a later date.

I. TRANSIT INSURANCE / LOSS AND DAMAGE CLAIMS

1. Stellar's liability for the goods ends once the goods are handed over to the carrier. All goods are shipped to Franchisee/ Master Franchisees at their risk and cost.
2. Transit insurance for the goods is to be arranged by the consignee directly. Stellar can arrange service of an approved insurance agent, if required.
3. All claims are to be filed and claimed with the insurance company directly by the Franchisee/ Master Franchisee.

J. WARRANTY

1. Warranty is provided to the Franchisee/ Master Franchisee by OEM's directly or through their authorized distributors. Stellar is not responsible for providing Warranty on behalf of OEM's approved by Subway.

K. GENERAL

1. All disputes are subject to Delhi Jurisdiction
2. The terms and conditions may change subject to discussions with Subway Office & IPCA

Signature:

Name:

Store Number:

Date:

For Stellar Gastronom Pvt. Ltd.