

**PROFORMA INVOICE**

KES ORDER NO.	DO_1476
ORDER DATE	16-01-2024

<b>Billing Address</b>
SEMOLINA KITCHENS PVT LTD Chaudhary Charan Singh International Airport Amausi, Lucknow,226009 , India

<b>Shipping Address</b>
SEMOLINA KITCHENS PVT LTD Chaudhary Charan Singh International Airport Amausi, Lucknow,226009 , India

<b>Store No.</b>	LUCKNOW AIRPORT SUBWAY D30
<b>Kind Attn:</b>	Mr. Irfan Sayed
<b>Phone:</b>	+91 9167397163 / 9967692498
<b>Email ID:</b>	<a href="mailto:irfan.sayed@travelfoodservices.com">irfan.sayed@travelfoodservices.com</a>

<b>GST:</b>	09ABICS8699F1ZH
<b>PAN :</b>	ABICS8699F
	2 dated -
<b>Modification details (if any)</b>	1 dated -

S. No.	Code	Description	Unit	Qty	Amount (Rs)	
					Unit Price	Amount
1	-	ITEM AS PER ANNEXURE - 1	LS	1	29,45,459.00	29,45,459.00

<b>Payment Terms</b>	100% Advance with PO
<b>Validity</b>	07 days (Subject to levi of GST after 30.06.17)
<b>Price Basis</b>	Ex-Warehouse
<b>Delivery Period</b>	App. 5 to 6 Months or subject to availability

Total Amount (Rounded off)	29,45,459.00
Packaging & Forwarding Charges	<b>INCLUDED</b>
Nett Total	29,45,459.00
Total Ex-Warehouse Price	29,45,459.00

BANK DETAILS	
<b>Beneficiary</b>	Stellar Gastronom Private Limited
<b>Bank</b>	KOTAK MAHINDRA BANK
<b>Branch</b>	28 Community Center, Naraina Industrial Area, Phase-1, New Delhi - 110028
<b>Bank A/C</b>	6711575677
<b>IFSC Code</b>	KKBK0004574

Freight	TO PAY
State Entry Tax / Octroi	TO PAY
Insurance	BY CLIENT
<b>GRAND TOTAL</b>	<b>29,45,459.00</b>

<b>IMPORTANT :</b>
Please quote our ref in all future correspondence
Refer to our "Terms and Conditions of Sale"
(If not annexed, please ask for it)

Amount Received	-
Net Receivable / (Payable)	-
	-
	-
	-
This is a computer generated document, hence does not require any signature	

**ANNEXURE - 1**

FRANCHISEE	IRFAN SAYED	STORE #	LUCKNOW AIRPORT
FIRM NAME	SEMOLINA KITCHENS PVT LTD	DATE	16-01-2024
LOCATION	LUCKNOW	PO #	DO_1476

S.N <sup>o</sup>	CATEGORY	DRG REF #	HSN	GST RATE	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	TAX AMOUNT
<b>DÉCOR</b>										
1	DÉCOR		49111010	18%	FF JOB AID KIT	NOS	1	8,335.00	8,335.00	1,500.30
2	DÉCOR		94051090	18%	18W DOWN LIGHT - ROYALUX	NOS	21	1,092.00	22,932.00	4,127.76
3	DÉCOR	C12	94054090	18%	LINEAR WITH 2WAY DIFFUSER LINEO 2WAY 8 FT (2400MM)	NOS	1	15,680.00	15,680.00	2,822.40
4	DÉCOR	C12	94054090	18%	LINEAR WITH 2WAY DIFFUSER LINEO 2WAY 4 FT (1200MM)	NOS	1	7,840.00	7,840.00	1,411.20
5	DÉCOR	BLACK FRAMING	39269099	18%	BLACK DATUM MOLDING	NOS	5	1,950.00	9,750.00	1,755.00
6	DÉCOR	D1	39219099	18%	LAMINATE FORMICA	NOS	2	2,550.00	5,100.00	918.00
7	DÉCOR	29	85285900	28%	SAMSUNG 43" Q843R	NOS	6	39,467.00	2,36,802.00	66,304.56
8	DÉCOR	29	83025000	18%	COMMERCIAL WALL MOUNT KIT - SAMSUNG	NOS	6	2,174.00	13,044.00	2,347.92
9	DÉCOR	S/T	69072100	18%	VIVO NUVOLE GREY VC (RAYLEIGH CREAM)	15.50 SQFT/BOX	18	992.00	17,856.00	3,214.08
10	DÉCOR	24A	94032010	18%	POS TILL SHROUD LARGE	NOS	1	3,816.00	3,816.00	686.88
11	DÉCOR	21A	39199090	18%	COOKIE TAGS - PK/3	NOS	1	617.00	617.00	111.06
12	DÉCOR	21A1	39199010	18%	BAKERY CASE VINYL	NOS	1	561.00	561.00	100.98
13	DÉCOR		94056010	18%	SUBWAY YELLOW GREEN - 60" W x 12" H - HANGING (CUSTOMISED)	NOS	1	59,850.00	59,850.00	10,773.00
14	DÉCOR	16	94056010	18%	S-ICON YELLOW WHITE 3' - 36" X 46"	NOS	1	28,693.00	28,693.00	5,164.74
15	DÉCOR		76109090	18%	ALUMINIUM CORNER GUARD	NOS/12FT	4	1,925.00	7,700.00	1,386.00
16	DÉCOR	C/WC	39189090	18%	CHEVRON WALLCOVERING	YARD	10	1,951.00	19,510.00	3,511.80
17	DÉCOR	FG/WC	39189090	18%	GREEN FOCAL WALLCOVER	YARD	10	2,252.00	22,520.00	4,053.60

<b>FABRICATION</b>										
1	FABRICATION	46	94032090	18%	MOBILE TABLE WITH LEDGES	NOS	1	22,480.00	22,480.00	4,046.40
2	FABRICATION	39A	94032090	18%	SS WORK TABLE WITH SIDE BRACING - 36"	NOS	1	17,005.00	17,005.00	3,060.90
3	FABRICATION	46	94032090	18%	ENCLOSED RETARDER CABINET - REACH IN (HOSHIZAKI)*	NOS	1	23,621.00	23,621.00	4,251.78
4	FABRICATION	40B	94039000	18%	SS WALL STORAGE RACK ASSEMBLY	NOS	1	17,500.00	17,500.00	3,150.00
5	FABRICATION	37	73241000	18%	MOP SINK - 18" X 18"	NOS	1	18,798.00	18,798.00	3,383.64
6	FABRICATION	36	73241000	18%	THREE SINK UNIT - 68" WITH DRAIN BOARD ON RH	NOS	1	52,302.00	52,302.00	9,414.36
7	FABRICATION	31	94032090	18%	BACK COUNTER WITH HANDSINK - 18"	NOS	1	31,500.00	31,500.00	5,670.00
8	FABRICATION	31	94032090	18%	BACK COUNTER WITH U-SHELF & M-SHELF -48"	NOS	1	50,825.00	50,825.00	9,148.50
9	FABRICATION	28A	94032090	18%	BREAD CABINET - COMBI - RH	NOS	1	58,192.00	58,192.00	10,474.56
10	FABRICATION	19D	94032090	18%	CASH COUNTER - 49" (INCL OF 2 PAPER + 1 BAG TRAY) - WITHOUT CHIP RACK	NOS	1	99,782.00	99,782.00	17,960.76
11	FABRICATION	19D	94032090	18%	CUP DISPENSER-EZ FIT SAN JAMAR	NOS	2	8,553.00	17,106.00	3,079.08
12	FABRICATION	21	39239090	18%	FF COOKIE DISPLAY UNIT	NOS	1	21,500.00	21,500.00	3,870.00
13	FABRICATION	19B	84185000	18%	FRONT COUNTER WITH COLD PAN & DAY COVER - 48"	NOS	1	1,72,037.00	1,72,037.00	30,966.66
14	FABRICATION	19B	84185000	18%	FRONT COUNTER WITH COLD PAN & DAY COVER - 60"	NOS	1	1,96,395.00	1,96,395.00	35,351.10
15	FABRICATION		94038900	18%	FF FRONT DÉCOR PANEL 4'-1220 - (1-48" FRONT COUNTER)	NOS	1	22,921.00	22,921.00	4,125.78
16	FABRICATION	-	94038900	18%	FF FRONT DÉCOR PANEL 5'-1530 - (1-60" FRONT COUNTER)	NOS	1	24,783.00	24,783.00	4,460.94

<b>LARGE EQUIPMENT</b>										
1	LARGE EQUIPMENT	48A	84185000	18%	FREEZER - 2 HALF DOOR - 600 L (HOSHIZAKI)* - HFV-77MS4-1C	NOS			EXISTING	EXISTING
2	LARGE EQUIPMENT	47	84185000	18%	CHILLER - 4 HALF DOOR - 1300 L (HOSHIZAKI)* - HRW-147MS4	NOS			EXISTING	EXISTING
3	LARGE EQUIPMENT	48	84185000	18%	FREEZER - 4 HALF DOOR - 1300 L (HOSHIZAKI)* - HFV-147MS4-1C	NOS			EXISTING	EXISTING
4	LARGE EQUIPMENT	27	85141900	18%	OVEN - BAKING PROOVING (DUKE - LH)*	NOS	1	6,53,000.00	6,53,000.00	1,17,540.00
5	LARGE EQUIPMENT	52	84198120	18%	OVEN - MICROWAVE (MENU MASTER) - RMS 510 TSI	NOS	1	40,737.00	40,737.00	7,332.66
6	LARGE EQUIPMENT	34	85142000	18%	OVEN - TOASTER / SPEED (MERRY CHEF - EIKON 45)	NOS			EXISTING	EXISTING

<b>SMALLWARE</b>										
1	SMALLWARE	49	94032090	18%	SS SHELVING RACK - 18 (D) x 36 (W) x 72" (H)	NOS	1	13,720.00	13,720.00	2,469.60
2	SMALLWARE	49	94032090	18%	SS SHELVING RACK - 18 (D) x 48 (W) x 72" (H)	NOS	1	16,361.00	16,361.00	2,944.98
3	SMALLWARE	40A	94032090	18%	WALL SHELF METRO ERECTA - 48" X 18"	NOS	1	2,648.00	2,648.00	476.64
4	SMALLWARE	40A	94032090	18%	DIRECT WALL MT CHROME BRACKET (SET) 1WD18C	SET/2	1	4,108.00	4,108.00	739.44
5	SMALLWARE	36A	74182020	18%	LEVER OPERATED WASTE **	NOS	3	4,500.00	13,500.00	2,430.00
6	SMALLWARE		84818090	18%	MIXER FAUCET FOR THREE SINK UNIT - DECK MOUNTED ( DOUBLE HOLE)	NOS	1	4,253.00	4,253.00	765.54
7	SMALLWARE		84818090	18%	FAUCET - PRE RINSE (DECK MOUNTED)	NOS	1	17,160.00	17,160.00	3,088.80
8	SMALLWARE		39249090	18%	BREAD FORM - 5 CHANNEL	NOS	48	1,197.00	57,456.00	10,342.08
9	SMALLWARE		39249090	18%	COOKIE LINER	NOS	12	579.00	6,948.00	1,250.64
10	SMALLWARE		39249090	18%	TOASTING BASKET- UNIVERSAL SIZE	SET/2	1	5,337.00	5,337.00	960.66
11	SMALLWARE		39249090	18%	BREAD SEASONING TRAY & LID SET	NOS	2	2,777.00	5,554.00	999.72
12	SMALLWARE		73239390	12%	COLLANDER 13 QT	NOS	1	289.00	289.00	34.68
13	SMALLWARE		39241090	18%	CUTTING BOARD ( 450 x 610 x 13MM)	NOS	1	960.00	960.00	172.80
14	SMALLWARE		82119200	18%	DOUGH SCRAPER	NOS	2	210.00	420.00	75.60
15	SMALLWARE		39241090	18%	DREDGE WITH HANDLE	NOS	4	224.00	896.00	161.28
16	SMALLWARE		82059090	18%	BLADE - TOMATO SLICER 3/16" - MODEL NO : 56600 -1 - ETA 07-01-2024	NOS	1	3,148.00	3,148.00	566.64
17	SMALLWARE		82059090	18%	BLADE - EASY VEGETABLE SLICER - MODEL NO : 55200 ANSB   01	NOS	1	2,012.00	2,012.00	362.16
18	SMALLWARE	45A	82059090	18%	EASY TOMATO SLICER 3/16" - MODEL NO : 55660-1   01	NOS	1	22,842.00	22,842.00	4,111.56
19	SMALLWARE	45	82059090	18%	EASY VEGETABLE SLICER WITH MOUNTING BOARD : MODEL NO : 55200 ANSB   01	NOS	1	31,335.00	31,335.00	5,640.30
20	SMALLWARE		73239390	18%	EGG LADLE	NOS	2	73.00	146.00	26.28
21	SMALLWARE		39241090	18%	DINE IN BASKETS	NOS	12	130.00	1,560.00	280.80
22	SMALLWARE		39241090	18%	FAST FOOD TRAY - 12" x 16" (SUBWAY GREEN)	NOS	24	111.00	2,664.00	479.52
23	SMALLWARE		39241090	18%	FIFO SQUEEZE BOTTLE - (16 Oz)	PK/24	1	7,555.00	7,555.00	1,359.90
24	SMALLWARE		73239390	12%	FOOD PAN SS - GN 1/2 - 6"	NOS	6	1,215.00	7,290.00	874.80
25	SMALLWARE		73239390	12%	FOOD PAN SS - GN 1/3 - 6" DEEP	NOS	12	861.00	10,332.00	1,239.84
26	SMALLWARE		73239390	12%	FOOD PAN SS - GN 1/6 - 6" DEEP	NOS	48	565.00	27,120.00	3,254.40
27	SMALLWARE		73239390	12%	FOOD PAN SS - GN 1/9 - 6" DEEP	NOS	30	528.00	15,840.00	1,900.80
28	SMALLWARE		73239390	12%	FOOD PAN SOLID COVER - GN 1/2	NOS	6	541.00	3,246.00	389.52
29	SMALLWARE		73239390	12%	FOOD PAN SOLID COVER - GN 1/3	NOS	12	357.00	4,284.00	514.08
30	SMALLWARE		73239390	12%	FOOD PAN SOLID COVER - GN 1/6	NOS	48	227.00	10,896.00	1,307.52
31	SMALLWARE		73239390	12%	FOOD PAN SOLID COVER - GN 1/9	NOS	30	199.00	5,970.00	716.40
32	SMALLWARE		73239390	12%	FOOD PAN FALSE COVER - GN 1/2 - 15MM	NOS	6	679.00	4,074.00	488.88
33	SMALLWARE		73239390	12%	FOOD PAN FALSE COVER - GN 1/3	NOS	12	204.00	2,448.00	293.76
34	SMALLWARE		73239390	12%	FOOD PAN FALSE COVER - GN 1/6	NOS	48	97.00	4,656.00	558.72
35	SMALLWARE		73239390	12%	FOOD PAN FALSE COVER - GN 1/9	NOS	30	64.00	1,920.00	230.40

36	SMALLWARE		73239390	12%	HALF SIZE BUN SHEET	DOZEN	4	5,232.00	20,928.00	2,511.36					
37	SMALLWARE		73239390	18%	KITCHEN ROLL DISPENSER	NOS	2	1,500.00	3,000.00	540.00					
38	SMALLWARE		73239390	12%	KNIFE (3.5") - CUTTING RED HANDLE	NOS	12	24.00	288.00	34.56					
39	SMALLWARE		82119200	18%	6" OFFSET - BREAD KNIFE BLACK H	NOS	4	1,010.00	4,040.00	727.20					
40	SMALLWARE		73239390	18%	MAGNETIC KNIFE HOLDER - 18"	NOS	1	404.00	404.00	72.72					
41	SMALLWARE		73239390	12%	MIXING BOWLS 13 QT	NOS	1	366.00	366.00	43.92					
42	SMALLWARE		39269099	18%	OVEN MITT LARGE- (15")	NOS	2	1,349.00	2,698.00	485.64					
43	SMALLWARE		73239990	18%	PAN GRIPPER FOR SHALLOW PAN	NOS	2	456.00	912.00	164.16					
44	SMALLWARE		39241090	18%	PLASTIC CONTAINER ( FOR BREAD TOPPINGS )	NOS	4	498.00	1,992.00	358.56					
45	SMALLWARE		39241090	18%	LID FOR PLASTIC CONTAINER ( FOR BREAD TOPPINGS )	NOS	4	100.00	400.00	72.00					
46	SMALLWARE		39241090	18%	PORTION SCOOPS	NOS	24	100.00	2,400.00	432.00					
47	SMALLWARE		39249090	18%	SAUCE CAP KIT - PK/28	NOS	1	4,390.00	4,390.00	790.20					
48	SMALLWARE		39249090	18%	SAUCE CAP KIT - PK/9	NOS	1	855.00	855.00	153.90					
49	SMALLWARE		39249090	12%	SEASONING SHAKERS HOLDER - 4 SLOT	NOS	1	288.00	288.00	34.56					
50	SMALLWARE		39249090	12%	SS FOOD PAN - GN 1/3 - 200 MM DEEP - FOR SAUCES	NOS	2	1,089.00	2,178.00	261.36					
51	SMALLWARE		39269099	18%	SUBWRAP LABEL DISPENSER	NOS	1	4,588.00	4,588.00	825.84					
52	SMALLWARE		39269099	12%	TOMATO SCOOP	NOS	4	29.00	116.00	13.92					
53	SMALLWARE		73239390	12%	TONGS HEAVY DUTY (SS) - 9"	NOS	2	85.00	170.00	20.40					
54	SMALLWARE		39241090	12%	TUNA SCOOP	NOS	4	361.00	1,444.00	173.28					
55	SMALLWARE		73239390	18%	TUNA SPREADER - 3.5"	NOS	4	165.00	660.00	118.80					
56	SMALLWARE		39249090	18%	SILICONE HEATING TRAY SW004	NOS	18	480.00	8,640.00	1,555.20					
57	SMALLWARE		39249090	18%	SILICONE GRIPPERS SW006	NOS	8	166.00	1,328.00	239.04					
58	SMALLWARE		39249090	18%	INFRARED THERMOMETER KIT	NOS	1	10,222.00	10,222.00	1,839.96					
59	SMALLWARE		90251990	12%	SS BREAD MEASURING GUIDE (FOOT LONG)	NOS	2	237.00	474.00	56.88					
60	SMALLWARE		73239390	18%	NOTICE BOARD EMPLOYEE AREA ( 24" X 18")	NOS	1	800.00	800.00	144.00					
<b>HYGIENE</b>															
1	HYGIENE		84145910	18%	AIR CURTAIN WITH SENSOR- 4'	NOS	1	16,939.00	16,939.00	3,049.02					
2	HYGIENE		34022090	18%	CHLORINE TEST STRIP	PK/2	1	929.00	929.00	167.22					
3	HYGIENE		34022090	18%	DECK BRUSH- BLUE WITH HANDLE	NOS	1	1,124.00	1,124.00	202.32					
4	HYGIENE		39249090	18%	GREASE BEATER MOP HEAD	NOS	4	795.00	3,180.00	572.40					
5	HYGIENE		39249090	18%	LOBBY BROOM - BLUE	NOS	2	367.00	734.00	132.12					
6	HYGIENE		39249090	18%	NO SCRATCH - KAY	PK/10	1	665.00	665.00	119.70					
7	HYGIENE		39249090	18%	POWDER PAD - KAY	PK/12	1	1,525.00	1,525.00	274.50					
8	HYGIENE		39249090	18%	LOBBY DUSTPAN WITH HANDLE	NOS	1	805.00	805.00	144.90					
9	HYGIENE		84798999	18%	MOP WRINGER BUCKET - YELLOW	NOS	1	7,944.00	7,944.00	1,429.92					
10	HYGIENE		96039000	18%	OUT DOOR PUSH BROOM - BLUE (18")	NOS	1	993.00	993.00	178.74					
11	HYGIENE		96039000	18%	OUT DOOR PUSH BROOM - BLUE (24")	NOS	1	1,019.00	1,019.00	183.42					
12	HYGIENE		39231090	18%	PEDAL BIN	NOS	1	4,647.00	4,647.00	836.46					
13	HYGIENE		85437099	18%	PESTOFLASH - MODEL SPIDER (EFC 5778)	NOS	1	8,922.00	8,922.00	1,605.96					
14	HYGIENE		34022090	18%	SPRAY BOTTLE - DEGREASER 32 Oz.	PK/3	1	611.00	611.00	109.98					
15	HYGIENE		84242000	18%	SPRAY BOTTLE - MS & GLASS 32 Oz.	PK/3	1	611.00	611.00	109.98					
16	HYGIENE		84242000	18%	SPRAY BOTTLE - SANITIZER 32 Oz	PK/3	1	611.00	611.00	109.98					
17	HYGIENE		39269099	18%	SQUEEGEE - FLOOR ( 22" )	NOS	1	429.00	429.00	77.22					
18	HYGIENE		96039000	18%	SQUEEGEE - GLASS (12")	NOS	1	385.00	385.00	69.30					
19	HYGIENE		76169990	18%	UNIVERSAL HANDLE (ALUMINIUM) - 54"	NOS	6	416.00	2,496.00	449.28					
20	HYGIENE		39249090	18%	UNIVERSAL TOOL HOLDER - 4 POSITION	NOS	1	1,517.00	1,517.00	273.06					
21	HYGIENE		83100090	18%	WET FLOOR SIGN	NOS	1	725.00	725.00	130.50					
Packaging & Forwarding Charges									44151000	18%			11,990.00	2,158.20	
<b>* ALL PRICES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.</b>															
													<b>TOTAL AMT</b>	<b>24,82,420.00</b>	<b>4,63,038.78</b>
<b>TERMS &amp; CONDITIONS APPLY FOR THE PRICE QUOTED</b>															

## STELLAR

### Subway India KES Program TERMS AND CONDITIONS OF SALE

#### A. CREATING KES ONLINE ACCOUNT

- Only a bonafide subway franchisee can create a new account on the Stellar KES portal.
- 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.
- 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.
- Stellar KES portal does not allow transfer of funds at present.
- Acceptance of KES terms & conditions is a Pre requisite for commencement of any business between Subway Franchisee & KES.

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

- Franchisee has to submit his/her full set drawing to Stellar.
- 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.
- Based on full set drawing Stellar will create a draft purchase order to the Franchisee.
- 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.
- 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.
- Franchisee will use the draft purchase order to generate an online order.
- Franchisee can order and purchase additional quantities of any SKU subject to stock availability.
- A copy of all orders punched is sent to Subway's International co-coordinators for approval.
- The order is accepted by Stellar only when the coordinators approve the same.
- An order will be deemed as placed only when an order acknowledgement is sent by Stellar subject to fulfillment of any requirements mentioned therein.

#### C. PLACING AN ONLINE ORDER FOR PART ORDER

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

#### D. DUTIES & TAXES / EXTRA COST

- Following will be charged over and above the basic price subject to Franchisee's prior confirmation.
  - CEN VAT / DVAT – As Applicable
  - Octorol / State Entry Tax – As Applicable
  - Any other Govt. Taxes – If Applicable
  - Marine Insurance – to be purchased paid directly by client

- e. Freight – To be paid directly by client
- f. Special packing – If Required
- g. Incidental Charges – If Any
- h. Courier EDL (Extra Delivery Location) - Wherever Applicable

**E. ROAD PERMITS / GOODS INSURANCE**

- 1. Franchisee will provide State entry permits / Way bill / Transit insurance copy etc duly completed as required.
- 2. Transport vehicle will ply in city limits as per state law.

**F. PAYMENTS AND REFUNDS**

- 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 to make claim for an earlier delivery.
- 2. Payments can be remitted to Stellar by RTGS / DD / Cheque.
- 3. In absence of "C" Form at the time of invoicing a refundable deposit of 12.5% must be made. This deposit is refunded within 24 hours of receiving the "C" Form.
- 4. Franchisee will be responsible for arranging "C" Form as per bills. There may be need for multiple "C" Forms.
- 5. The onus for providing "C" Form is on buyer and not seller.

**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 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 before packing and dispatch.
- 4. In case of full stores, Stellar will dispatch the goods through a transporter approved or appointed by Franchisee. In case of part orders, the goods will be dispatched through Gati KWE or Bluedart 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 for his reference. The following documents accompany the goods  
Invoice  
b. Packing List  
and escalation matrix for  
d. Lorry Receipt  
/ Way Bill
- 7. All cancellations / return of goods supplied as per Franchisee's PO's 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.
- 9. In case a Franchisee wants part delivery in advance, any additional freight, thus incurred will be to Franchisee's account.
- 10. Custom designed Counters are not returnable.

**H. RECEIVING OF GOODS BY THE FRANCHISEE**

- 1. Receiving of goods should be done by the 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 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.
  - e. All heavy equipment should be placed on or nearest to it's final placement.
  - f. No packaging should be opened by unauthorized personnel.
  - 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 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.

**J. WARRANTY**

- 1. Warranty is provided to the 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.