

SUPPLY AGREEMENT

THIS AGREEMENT is made and entered into on this 13-05-2024

(hereinafter referred to as "the Agreement")

BY AND BETWEEN

SRI RAJALAKSHMI COMMERCIAL KITCHEN EQUIPMENTS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at #57, SJP Road Bangalore-560002(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 permitted assigns) of the **FIRST PART**;

AND

Nando's Karnataka Restaurants Pvt. Ltd (NKRPL), a company incorporated under the Companies Act, 1956 having at Unit no 203, First Floor,, 171-172, Forum Rex Walk, Brigade Road, Timex Casio Espirit, Shanthala Nagar, Bengaluru, Bengaluru Urban, Karnataka, 560001 (hereinafter referred to as 'NKRPL' 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 NKRPL shall for the purpose of this Agreement be collectively referred to as "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Supplier is, *inter alia*, engaged in the business of manufacturing, selling, producing, marketing, distributing and supplying of product (as defined hereinunder) , under the name and style of " Rajalakshmi " across India;
- B. NKRPL and its Associated Companies are an international casual dining chain and are engaged in the business of operating and licensing others to operate a chain of flame-grilled peri-peri chicken outlets operating under the name "Nando's", as well as manufacturing and selling a proprietary range of Nando's branded products including sauces, salad dressings, marinades, perinaise, snack foods, confectionary and related products all of which are manufactured using various manufacturing procedures, recipes, formulations, Nando's pre-mixes, bases and related items proprietary to Nando's.
- C. The Supplier is desirous of manufacturing and selling the products ,
- 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 **Term** means a period of one year (12 months) from 13.05.2024, unless terminated earlier in accordance with Clause 9 of this Agreement.

1.2 **Product/s** means all such goods, which are supplied, to NKRPL by the Supplier and which may have the brand logo of NKRPL as advised by NKRPL from time to time and as are mentioned in **Annexure A** of this Agreement.

1.3 **Purchase Order** means the list of goods, which NKRPL intends to purchase from the Supplier.

1.4 **Effective Date** means the first date of supply of Products by the Supplier to NKRPL.

1.5 **Purchase Price** means the price for the purchase of the Products by NKRPL from the Supplier under this Agreement and as more specifically detailed in paragraph 1(v) of **Annexure B** of this Agreement.

1.6 **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, embargoes, riot or civil – disturbances; strikes or other labour disputes which affect the production or delivery of the Products; sabotage, expropriation, confiscation, orders or temporary or permanent injunctions of any duly constituted court/tribunal/authority of competent jurisdiction.

1.7 **Financial Year** means the period, which commences, from 1st April of a calendar year and ends on 31st March of the following calendar year.

1.8 **Business Day** shall mean a day other than Saturday and Sunday on which banks are open for normal banking business.

1.9 **Associated Company** shall mean, as the case maybe, the parent and subsidiaries of Nandos limited UK (Nandos) and any subsidiaries of its parent and shall include a company, not being a subsidiary of Nandos or that of its parent, but in which Nandos or its parent or any subsidiary, directly or indirectly, holds not less than 25% of the issued shares of any class.

2. SCOPE

2.1 During the Term, the Supplier will sell the Products to NKRPL and NKRPL shall purchase the Products from the Supplier in accordance with the terms and conditions of this Agreement.

3. DURATION



- 3.1. Subject to Clause 9 of this Agreement, the duration of this Agreement will be the Term as defined in Clause 1.1 of this Agreement. The Parties may, however, agree to renew this Agreement for a further term on mutually agreed written terms and conditions.

3A. OBLIGATIONS OF THE SUPPLIER

- 3.1.1 The Supplier hereby agrees that as per the Purchase Order issued by NKRPL, the Supplier shall deliver the Products at NKRPL's warehouse/____ at ____ or at such other location as may be instructed by NKRPL from time to time.
- 3.1.2 The Supplier will at its own cost recall the Products from the warehouse of NKRPL or from any location instructed by NKRPL in the event of any defect found in the Products and shall indemnify 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 NKRPL.
- 3.1.3 The Supplier agrees to deliver the Products within 30-45 days from date of receipt of PO
- 3.1.4 The Supplier shall comply with all packaging regulations 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 as amended from time to time and shall ensure that the brand logo on each Product/s and the quantity is as indicated by NKRPL in its Purchase Order.
- 3.1.4 The Supplier must conform to all relevant and applicable regulations/laws (including the FSSA Act 2006, the labour laws) and the Supplier shall be responsible to ensure that while providing the Product/s under this Agreement, all the applicable laws/regulations (including the FSSA, the Legal Metrology Act, labour laws) are strictly followed by the Supplier. The 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. The Supplier shall adhere to the Contract Labour Regulations, as may be applicable to them.
- 3.1.6 The 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.
- 3.1.7 The Supplier represents and warrants to NKRPL that all Product/s that are manufactured/ packed/delivered by the Supplier are in accordance with the provisions of this Agreement: (i) are free from any manufacturing/packaging/quality defects and will have been manufactured/packed in accordance with good manufacturing/packaging practices as prevalent in the industry and in accordance with all applicable laws; (ii) do not infringe the intellectual property rights of the third



parties; (iii) are free and clear of all liens and encumbrances.

- 3.1.8 The Supplier shall supply the Product/s to NKRPL in compliance with the provisions of the Legal Metrology Act, 2009, the FSSA Act 2006 along with the rules and regulations made thereunder and/or any statutory modifications, and/or any other applicable Laws.

4. PRICES, PAYMENT AND TAXES

- 4.1 NKRPL, as required will purchase the quantities of the Product, as prescribed in the Purchase Order from the Supplier at the Purchase Price.
- 4.2 The Purchase Price payable by NKRPL to the Supplier is net of statutory deductions as may be imposed or applicable from time to time.
- 4.3 NKRPL shall make the payment of the Purchase Price as per the payment terms mentioned in Annexure B and in accordance with the provisions of this Agreement.
- 4.4 The Parties agree and acknowledge that the payment or collection of any amount in respect of taxes (or any fine, penalty, interest, cess or surcharge imposed thereon) applicable on the Supplier, arising in connection with Products supplied pursuant to this Agreement including GST, sales tax or any other indirect tax, the issue of any invoice and the payment of any amount in respect of such taxes under the applicable law and all related compliances shall be the sole responsibility of the Supplier and the Supplier shall indemnify NKRPL from any third party claims(including government claims) in respect of any taxes (including but not limited to GST/or denial of input GST credit) /charges/cess/levies/statutory payments (and interest or penalties assessed thereon) against NKRPL that are the obligations of the Supplier as agreed herein and specifically stated in Annexure E .

5. WARRANTY AND REPRESENTATION

5.1 Warranty and Representation of the Supplier

- 5.1.1 The Supplier hereby agrees and covenants that the Supplier has no right to manufacture, market and supply the Product/s having the NKRPL brand logo except as provided under this Agreement and the Product/s with the NKRPL brand logo and any other intellectual Property of NKRPL, will not be subjected to any claim, lien, encumbrance of any nature from the Supplier or any third party.
- 5.1.2 The Supplier represents that the Product/s comply with all applicable central, state, local or agency laws, regulations, rules, ordinances, and with all standards and requirements specified in the relevant regulations; and the Supplier has obtained all licenses, permits or authorization required by any governmental body or authority for manufacturing and supplying the Product/s.
- 5.1.3 The Supplier hereby represents that, the Product/s do not infringe upon the intellectual property rights of any third party.
- 5.1.5 The Supplier represents that the Product/s supplied under this Agreement will be in compliance with the provisions of the Legal Metrology Act, 2009 (read along with rules and regulations



thereunder) and / or any statutory modifications and the FSSA Act 2006 and/or any other applicable Laws.

- 5.1.6 The Supplier represents and warrants to NKRPL that all Product/s that are supplied by the Supplier shall be free from any manufacturing/packaging defects and will have been manufactured and packed in accordance with good manufacturing and packaging practices as prevalent in the industry and per applicable laws and that it shall perform all its obligations under this Agreement using reasonable skill and care;
- 5.1.7 In the event any defect /damage or foreign object/s is found in or on the Product/s then the Supplier will at its own cost recall the Product from the warehouse of NKRPL or from any location instructed by NKRPL in accordance with the provisions of this Agreement and 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 NKRPL.
- 5.1.8 The Supplier represents and warrants that the Product/s will comply with the terms of the Purchase Order.
- 5.1.9 The 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 NKRPL purchases Product/s from the Supplier.
- 5.1.10 The Supplier represents and warrants that it is duly organized and validly existing under the applicable laws and is duly registered and authorized to do its business and it has all the requisite government and regulatory approvals, corporate powers and authority to own and operate its business.
- 5.1.11 The Supplier represents and warrants that it has the requisite power, licenses, consents, permissions, approvals and authorities to execute and deliver this Agreement.
- 5.1.12 The Supplier represents and warrants that the execution, delivery and consummation of the obligations contemplated herein shall not conflict with any document, resulting in the breach of, constitute a default under any contract to which it is a party or by which it is bound.
- 5.1.13 The Supplier represents and warrants that the right to enter into and fully comply with, perform and observe all its obligations under this Agreement and such compliance, performance and observation of its obligations shall not violate or conflict with any agreement, contract, arrangement and understanding or any instrument, to which it is a party or by which it is bound.
- 5.1.14 The Supplier represents and warrants that there is no action, suit, proceeding, claim, arbitration, inquiry or investigation pending against the Supplier, its activities, properties or assets or for its winding up which may materially affect the performance of its obligations under the Agreement. It is not a party to or subject to the provisions of any writ, injunction, judgment or decree of any court or government agency or instrumentality, which affects the business or interests of NKRPL.
- 5.1.15 The Supplier represents and warrants that the execution of this Agreement does not violate



any statute, regulation, rule, order, decree, injunction or other restriction of any government entity, court or tribunal to which it is subject.

6. ORDER, SUPPLY, INVOICING AND PAYMENT CREDIT TERMS

- 6.1. NKRPL shall raise a Purchase Order on the Supplier in accordance with the terms of this Agreement ("**Purchase Order**"). The Purchase Order shall include the following: exact quantity of each Product required by NKRPL, any specification with regards the size/design/packaging/quality of the Product/s, timelines for delivery of the Product and such other related specifications.
- 6.2. The Supplier will have 30-45 lead time for supply of Product/s/order. The Supplier agrees to deliver the Product to NKRPL in accordance with this Agreement within 30-45 Days from the date of receipt of the Purchase Order.
- 6.3. Whenever NKRPL or the Supplier becomes aware that the Product/s is or has become harmful to persons or property or that the Product/s is not suitable in any manner which is or may become harmful to person/s or that the same is [mislabelled] in terms of NKRPL's logo, or per applicable laws, 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 NKRPL is of the view that it is necessary to recall any quantity of Product from NKRPL's warehouse, for any reason as mentioned, then the Supplier agrees to recall such Product, within 30 days of intimation by NKRPL. The Supplier agrees to prepare a documented recall policy, (which is approved in advance by NKRPL) which complies with the applicable law and will follow the same. The Supplier will at its own cost recall the Product from the warehouse of NKRPL (and from any and all of the NKRPL outlets or any other channel of NKRPL) in accordance with the provisions of this Agreement. It is clarified that the NKRPL shall call upon the Supplier to NKRPL's feasible location, so that the Supplier recalls the same.
- 6.4. NKRPL reserves the right of rejection of the Product/s that do not confirm to the quality standards as enclosed in Annexure B of NKRPL or are received beyond the delivery time as specified from time to time by NKRPL. If the Product/s supplied are not in accordance with the Purchase order, the Supplier shall recall the same. In case of any recall of Products or cancellation of orders by NKRPL, the Supplier shall refund the purchase price, pro rata, in the next invoice.
- 6.5. Notwithstanding anything to the contrary contained in this Agreement, the Supplier shall not have any intellectual rights on the Product/s manufactured and supplied by the Supplier.
- 6.6. The Supplier agrees that NKRPL is free to source the same or similar products from other suppliers and that there is no exclusivity with the Supplier.

6A. RETURN/REPLACEMENT OF PRODUCT/S

The return/replacement of Product/s by NKRPL and refund/adjustment of the purchase price by the Supplier, will be governed by the return/replacement policy as envisaged below:



REPLACEMENT/DAMAGE OF PRODUCT

Replacement of the damaged Product by the Supplier in the event of any transit damages will be replaced only for the quantity of Product/s that have been returned after checking the condition of the Product. The cost of the re-transportation shall be to the account of the Supplier.

RETURN OF PRODUCT

For all the return of Product/s by NKRPL due to any damage, ___Rajalshmi___ (the Supplier shall issue the necessary Credit Note to NKRPL, within 7 (seven) days, from the date of receipt of the return. The cost of the re-transportation shall be to the account of the Supplier.

6B PILFERAGE, DAMAGE & LOSS OF PRODUCT/S

The Supplier shall be responsible for pilferage, damage and loss of the Product/s till the same are received and acknowledged by NKRPL's delivery location.

7. ASSIGNMENT

- 7.1 Neither this Agreement nor any rights hereunder, except as expressly permitted by this Agreement, shall be assignable directly or indirectly by the Supplier without the prior written consent of NKRPL. NKRPL may assign any of its rights and obligations hereunder to any of its group companies, affiliates, and joint venture partners under intimation to the Supplier.

8. TRADEMARK USAGE

- 8.1 The Supplier shall not, at any time, without obtaining the prior written permission of NKRPL, use NKRPL's or its Associated Companies' Trademarks, designs, symbols, logos or photographs or any other description/depiction, which is reflective and/or associated with NKRPL's identity or its affiliate's identity and the same will remain at all times, the exclusive intellectual property of NKRPL and/or of its Associated Companies. The Supplier shall not use NKRPL's or its affiliate's symbol, logo or photographs in any advertisement and other promotional materials aimed to promote the Supplier during the tenure of this Agreement, or at any point thereafter. The Supplier acknowledges and agrees that it does not and shall not, nor shall it be deemed to acquire at any time hereafter any right, title or interest whatsoever in, to or over any of NKRPL's Intellectual Property (IP). The Supplier hereby agrees and undertakes it shall not claim or assert any right, title or interest in, to or over all or any of NKRPL's IP, or take any action which shall or may impair any right, title or interest in NKRPL's IP.

9. TERMINATION

- 9.1 In addition to the grounds otherwise mentioned herein, this Agreement may be also terminated:



- (i) at the expiry of the Term of this Agreement; or
 - (ii) If at any time during the Term of this Agreement, the Product does not on a recurring basis (maximum 3 times) meet the specifications agreed between the Parties in the Purchase Orders, then NKRPL has the right to terminate the said Agreement, forthwith.
- 9.2 Except as provided in Section 12.3 hereof, either party shall have seven (7) days after its receipt from the non-defaulting party of written notice of breach (specifying the default) within which to cure any non-compliance with a material provision of this Agreement and to provide evidence thereof which is satisfactory 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.
- 9.3. If at any time during the Term, a Party takes any action with respect to liquidation or winding up, or 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.
- 9.4 Either Party may terminate this Agreement for convenience, by giving 30 (thirty) days notice in writing to the other Party, such notice to be effective from the date of receipt of such notice by the receiving party.
- 9.5 Either Party may terminate this Agreement if a Force Majeure event continues for a period of 60 days.
- 9.6 In the event of termination of this Agreement, for any reason whatsoever, then:
- (i) All Purchase Orders accepted by the Supplier, prior to the date of termination of this Agreement shall be completed notwithstanding the termination of this Agreement; and
 - (ii) NKRPL shall make the undisputed payments towards all accepted Purchase Order/s within thirty forty five (45) days from the date of termination of this Agreement.
 - (iii) NKRPL reserves its rights to make claims for any losses, damages, costs, reasonable attorney fees that NKRPL may incur on account of any termination for such reasons stated in clauses 9.1(ii) and 9.2.
 - (iv) The Supplier shall cease to use the Intellectual Property Rights including trademarks of NKRPL or its affiliates in any form whatsoever;
 - (v) Each Party shall deliver to the other Party all of the other Party's property, materials, whether tangible or intangible, and all Confidential Information together with all copies thereof as may be applicable, including but not limited to all electronically stored information and passwords to access such property, or Confidential Information that it may have in its possession or control. All Confidential



Information that is in electronic or digital form or that cannot be returned shall be erased or destroyed by the Party who has possession or control such Confidential Information.

9.6 Termination of this Agreement does not affect:

The survival of Clause no. 11 (Confidentiality), clause 9 (Termination) and any other provision of this Agreement which is expressly or by implication intended to survive termination.

10. FORCE MAJEURE

- 10.1 Where either the Supplier or NKRPL is unable, wholly or in part, by reason of a Force Majeure Event to carry out any obligation under this Agreement, and it (i) gives 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.

11. CONFIDENTIALITY

- 11.1 The Parties agree to be bound by the terms of the Non Disclosure Agreement dated 11-02-2022 executed between the Parties and to keep the existence of this Agreement and its terms and conditions thereof confidential and, to disclose them only to the managers, lawyers and accountants of their respective organisations (including parent companies) (collectively the "Representatives"), as the case may be, on a need-to-know basis and subject to such Party entering into a confidentiality agreement with the Representatives incorporating provisions which are no less stringent than the confidentiality obligations mentioned herein. In addition, the existence of this Agreement and its terms may be disclosed by a Party if required by an order of a court or tribunal having appropriate jurisdiction after intimating the other Party in that regard. A Party to any statutory authority may also disclose the existence of this Agreement and its terms after intimating the other Party in that regard. Except as otherwise provided in this Agreement, the Parties will not share the terms and conditions of this Agreement with any third party, the Parties agree not to disclose the existence of this Agreement and its contents to any third party without the prior written consent of the non-disclosing Party. The Parties agree to use the Confidential Information shared by the other Party, only for the purpose of this Agreement.
- 11.2 No announcement, circular, advertisement or other publicity in connection with this Agreement, its subject matter or any ancillary matter shall be made or issued by either Party without the prior written consent of the other Party.
- 11.3 The confidentiality obligations under this Agreement (including under this Clause 11) shall survive in perpetuity from the date of the expiry or early termination of this Agreement. At any time requested by NKRPL, the Supplier shall return or destroy all documents, samples or other materials embodying Confidential Information, shall retain no copies thereof, and shall certify in writing that such destruction or return has been accomplished.
- 11.4 The provisions of clause 11 shall not prohibit disclosure or use if and to the extent the Confidential Information:
- (a) is or becomes generally available to the public other than by the negligence or default of the receiving Party, or by



the breach of this Agreement by it;

(b) the Confidential Information is already in the possession of the receiving party, without breach of this Agreement;

(c) the receiving party has lawfully come into the possession of the Confidential Information, on a non-confidential basis from a source, other than the disclosing party or any of its associated companies, having the legal right to disclose same,

(d) the other party has given its prior written approval for the disclosure

(e) disclosure is required to be made by law or for judicial proceedings arising out of this Agreement, or required by any competent governmental authority.

12. INDEMNITY

- 12.1 The Supplier shall indemnify, defend and hold harmless, NKRPL (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 NKRPL which may arise out of or as a result of any claim made against NKRPL in respect of any liability, loss, damage, injury, cost or expense sustained by NKRPL to the extent that such liability, loss, damage, injury, cost or expense was caused to NKRPL or to a Customer of NKRPL due to the Product and or negligence of the Supplier, or any claim made by any statutory or governmental authority in respect of or connected to including but not limited to the collection or payment of applicable taxes in any way connected to this Agreement
- 12.2 It is understood that NKRPL shall stand fully indemnified by the Supplier in respect of any claim or liability arising in respect of the labour or any employee engaged by the Supplier. The Supplier will defend NKRPL, its affiliates, officers, directors and employees against any cost, expenses or liability directly or indirectly arising out of or relating to any claim not only on account of wages or otherwise but also any third party claims brought against NKRPL because of negligence or fault of the labour or employees of the Supplier, whether on account of wages or otherwise, including the labour or employees engaged through the sub-contractor (s) of Supplier.
- 12.3 The Supplier shall indemnify, defend and hold harmless NKRPL (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 NKRPL which may arise out of or as a result of any claim made against NKRPL in respect of any liability, loss, foreign object found in the Product, damage, injury, cost or expense sustained by NKRPL, or if 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 the Supplier without the prior written consent of NKRPL.



12 A. SERVICE LEVELS AND PENALTY:

The Service Level Agreement (SLA) and the Penalties for non-conformance to SLA is as per Annexure "D". The Penalties are over and above the credit/replacement policy mentioned in this Agreement.

13. INSURANCE

The Supplier shall be fully responsible for arranging adequate insurance cover for all risks arising out of its services and Product/s under this Agreement. Such insurance cover shall include third party liability and NKRPL should be additionally covered under the third party liability. The Supplier shall be responsible for insurance of the said Product/s only till the same are received and acknowledged and accepted by the NKRPL in terms of this Agreement.

14. CONFLICTS

Each of the Supplier and NKRPL represent and warrant to each other that they have the authority to enter into this Agreement. The Supplier and NKRPL 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.

15. NOTICES

15.1 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 NKRPL:

Nando's Karnataka Restaurants Pvt. Ltd (NKRPL),

A company incorporated under the Companies Act, 1956 having its business

Unit no 203, First Floor,, 171-172, Forum Rex Walk, Brigade Road, Timex Casio Espirit, Shanthala Nagar, Bengaluru, Bengaluru Urban, Karnataka, 560001

Fax:

Email: _____

(ii) In case of the Supplier:

Sri Rajlaxhmi Commercial Kitchen Equipments Private Limited

A company incorporated under the Companies Act, 1956 having its business

Address at #57 ,SJP Road, Bangalore 560002

Phone :080-43555933/936



Email: info@rajalakshmi.co.in

- 15.2 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.
- 15.3 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 (4th) Business Day after service, if sent by an internationally recognized courier.

16. Compliance

Both Parties will comply with all applicable laws, rules, orders, statutes, and regulations. Indian Government and various regulatory authorities in India and foreign countries publish lists of persons with whom trade relations are prohibited such as the trade restriction lists of the United States Office of Foreign Assets Control (OFAC) or of the HM Treasury in the United Kingdom. NKRPL shall screen against such lists of prohibited parties published by the government authorities those parties with whom the Supplier will interact at NKRPL's direction in providing the Services (e.g., NKRPL's employees, participants, other vendors, etc.). If a possible match is identified, NKRPL shall notify the Supplier and the parties will cooperate with the Supplier in resolving the matter (which may include adjustments to the Services or regulatory notifications).

At all times, the Supplier shall obtain or seek to obtain and shall comply with, maintain in force and not breach, any authorization, laws, licenses or regulations relevant to and as may be required in relation to this Agreement (including but not limited to) of any competent authority pursuant to the provisions of the Information Technology Act, 2000 and Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules 2011 or any other statutory provision for the time being in force with regard to the access to the system or provision of information data of its customers including the Customers, including without limitation the provisions relating to data protection

16.1 POLICY COMPLIANCE

The Supplier will comply with NKRPL's policies as stated below (the "Policies") in performing under this Agreement, and will cooperate with NKRPL's reasonable efforts to assess the Supplier's compliance. NKRPL may change or add to the Policies at any time and the Supplier will comply with the changed or added Policies.

A. Corporate Social Responsibility:

- a. **Child Labor.** The Supplier will not directly (or indirectly through the use of its sub-Supplier) employ any children under the age of 18 (eighteen) years of age.



- b. **Diversity and Inclusion.** The Supplier will hire, compensate, promote, discipline, and provide other conditions of employment based solely on an individual's performance and ability to do the job (except as required under collective bargaining agreements). The Supplier will not discriminate based on a person's race, sex, age, nationality, marital status, ethnic origin, or any legally protected status.
- c. **Business Integrity.** The Supplier will promote honesty and integrity in its business conduct by raising ethical awareness among its employees and providing direction and education on ethical issues. Further, the Supplier will not pay or accept bribes, arrange or accept kickbacks, or participate in illegal inducements in business or government relationships.

B. Benefits Forbidden

- a. The Supplier will not, and will not use any third party to:
 - i. Provide any benefit of more than nominal value to any employee of NKRPL or any of its related corporations. Gifts of personal travel and lodging are prohibited absolutely;
 - ii. Do business with NKRPL, if any employee of NKRPL owns a Substantial Interest or is related to the Supplier and is in a position to affect the decision to engage or terminate the service of the Supplier or the terms of this Agreement between NKRPL and the Supplier.
 - iii. Give bribes, kickbacks, secret commissions or other unlawful or improper methods of remuneration to any person; or

Immediate disclosure in writing to NKRPL is required if the Supplier becomes aware of a breach of this section. NKRPL may terminate this Agreement if the Supplier knowingly breaches this section.

- b. For purposes of this section, the following definition applies:
"Substantial Interest" means an economic interest, held personally or by family members (including family members not more remote than a first cousin and including immediate family of an employee's spouse or de facto spouse), that might influence or reasonably be thought to influence judgment or action but does not include the holding of less than one percent of the estimated value of the outstanding equity securities of a publicly held company).

C. No Bribery

- a. The Supplier will not offer or pay, directly or indirectly, money or anything of value for or on behalf of NKRPL to a Government Official for the purpose of obtaining or retaining NKRPL business or obtaining a business advantage for NKRPL. "Government Official" includes officials or employees of government, state-owned businesses, international organizations, or political parties, political candidates, or any person otherwise acting in an official capacity for or on behalf of a government entity or international organization.
- b. The Supplier will not offer or pay, directly or indirectly, money or anything of value for or on behalf of NKRPL to any other person or legal entity for any illegal purpose.



- c. If NKRPL has reason to believe that a breach of any of the representations in this clause has occurred or may occur, NKRPL may withhold further payments under this Agreement until such time as it has received confirmation to its satisfaction that no breach has occurred or will occur.

NKRPL may terminate this Agreement immediately upon written notice to the Supplier if NKRPL concludes, in its sole opinion, that the Supplier has breached any representation or warranty in this clause or that a breach is substantially likely to occur unless this Agreement is terminated.

D. Supplier Code of Conduct

- a. The Supplier agrees to comply with NKRPL's Code of Business Ethics and Conduct for Suppliers, as stated in Annexure D

17. AMENDMENT AND WAIVER

- 17.1 This Agreement can be amended only if the same is in writing and has been signed by the authorised signatories of the Parties.
- 17.2 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 authorised signatory of the Party giving the consent or making the waiver.

18. SEVERABILITY

- 18.1 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.

19. ENTIRE AGREEMENT

- 19.1 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.

20. COUNTERPARTS



- 20.1 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.

21. PRINCIPAL TO PRINCIPAL

- 21.1 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.

22. MISCELLANEOUS

- 22.1 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Supplier and the NKRPL.
- 22.2 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.
- 22.3 The Supplier shall not transfer, charge or otherwise encumber, create any trust over or deal in any manner with this Agreement or any right, benefit or interest under it nor transfer, novate or sub-contract any of its obligations under it.
- 22.4 No term of this Agreement is enforceable by a third Party.
- 22.5 NKRPL shall not be under any Liability at any time during the term of the Agreement and / or after the termination of the Agreement for loss of actual or anticipated profits; loss of goodwill; loss of business; loss of revenue or of the use of money; loss of contracts; loss of anticipated savings; loss of data and/or undertaking the restoration of data; and/ or any special, indirect or consequential loss to any Customer or any third party arising out of or in relation to the Products. For the purpose of this Clause "Liability" means any known, unknown, accrued, contingent, asserted liability in or for breach of contract, negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement.
- 22.6 Headings to and within clauses of this Agreement are for convenience only and do not form part of this Agreement and shall not affect the interpretation of this Agreement.



23. GOVERNING LAW AND JURISDICTION

- 23.1 This Agreement shall be governed in accordance with the laws of India. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement.
- 23.2 The courts in Delhi 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.

Nando's Karnataka Restaurants Pvt. Ltd (NKRPL), The Supplier

By: 
Title: _____
Date: 08/07/24
Witnesses:

By: Sauces Bhasin
Title: CEO
Date: 08/07/2024
Witnesses:

[Handwritten signature]

**ANNEXURE A
LIST OF PRODUCT/S**

S.no	Equipment Details	UNIT	QTY	RATE	AMOUNT
1	Bar Sink	No	1.00	6,999	6,999
	Make:Frankie				
20	KDS Holder	No	1.00	1,700	1,700
21	Ice Bin as per Approved Design	No	1.00	10,900	10,900
	Dimension: 400x400x400				
22	Co2 as per Approved Design and Size for beer	No	1.00	7,125	7,125
23	Front Grill Table	No	1.00	45,000	45,000
	Dimension: 1925x900x710				
24	Back Grill Table	No	1.00	44,000	44,000
	Dimension: 1780x900x710				
25	Chopping Board	No	1.00	16,400	16,400
	Dimension: 530x800x340				
26	Basting Station	No	3.00	11,300	33,900
	Dimension: 225x800x340				
27	Sanitizer station	No	2.00	10,000	20,000
	Dimension: 180x800x340				
26	Back Grill-Flat Top	No	1.00	70,000	70,000
	Dimension: 1050x800x340				
27	CO2 stand	No	1.00	21,565	21,565
	Dimension: 300x600x1350				
28	Hot Chip Dump	No	1.00	50,000	50,000
	Dimension: 600x600x1350				
29	Knee perated Sink	No	1.00	21,000	21,000
	Dimension: 450x450x350+150				
30	Panini and Bun Toaster Table	No	1.00	22,800	22,800



	Dimension: 1080x900x1350- cross check measurement on site				
31	Micro-wave shelf	No	1.00	8,000	8,000
	Dimension: 1200x400				
32	Rice Warmer 1/1 GN Pan	No	1.00	17,000	17,000
33	Gravy Warmer	No	1.00	17,000	17,000
34	Chicken Outlet Table	No	1.00	22,800	22,800
	Dimension: 850x750x850				
35	Chicken Inlet Table	No	1.00	21,850	21,850
	Dimension: 900x750x850				
36	Wall Shelf-Sheet	No	2.00	7,900	15,800
	Dimension: 900x350				
37	2 Bowl Dish Wash Sink	No	1.00	40,000	40,000
	Dimension: 1800x750x850				
38	Glass Shelf-Dishwasher	No	1.00	12,540	12,540
	Dimension: 600x600				
39	5 Tier Crockery Rack	No	1.00	41,700	41,700
	Dimension: 900x600x1650				
40	Glass Washer Table	No	1.00	15,100	15,100
	Dimension: 800x600x850				
41	Wall Shelf-Pipe	No	1.00	7,200	7,200
	Dimension: 800x350				
42	Pot sink	No	1.00	25,000	25,000
	Dimension: 900x600x850+150				
43	Mop + Hand Wash Sink	No	1.00	28,825	28,825
	Dimension: 600x500x950+150				
44	Veg Prep Sink	No	1.00	40,000	40,000
	Dimension: 1850x650x850+150				
45	Thawing Rck	No	1.00	28,975	28,975
	Dimension: 1170x555x1800				



46	SS Rack for Cold room	No	2.00	22,000	44,000
	Dimension: 1200x450x1500				
47	SS Rack for Cold room	No	6.00	20,000	1,20,000
	Dimension: 900x450x1500				
48	SS Trolley-Transport	No	2.00	22,900	45,800
49	Exhaust Hood Main Hood	No	1.00	1,10,000	1,10,000
	Dimension: 4000x1200x550				
50	Exhaust Hood -Oven Hood	No	1.00	40,375	40,375
	Dimension:1500x1500x550				
51	Bib Rack	No	1.00	17,385	17,385
52	PMX Trolley	No		6,365	
53	Crate Trolley	No	2.00	6,365	12,730
54	Santiser Stand	No	3.00		
55	Chopping Board-Hanger	No	2.00	4,000	8,000
56	Glass Rack-Bar	No	2.00	13,000	26,000
57	Transportation-Extra as per Actual	No	1.00		
58	Installation-Extra as per Actual	No	1.00		
59	Grease Trap	No	3.00	12,000	36,000



ANNEXURE B

PURCHASE PRICE

1. The Supplier shall raise an invoice on NKRPL in respect of Product/s to be supplied under a Purchase Order and the payment in respect of the same shall be made by NKRPL in the following manner: Payment after 45(thirty) days from the date of receipt of material.
 - (i) Any claims concerning shortfalls in quantity of or damage to Product/s apparent from an external examination of the packages containing Product/s shall be forfeited unless made within **Seven (7)** Business days upon receipt of the Product/s by means of a notice written on the delivery documents and signed by representative of NKRPL or via email.
 - (ii) The Purchase Price for Products is as follows:

Sr. No.	Particulars	Rs.
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Note - Taxes extra as per actuals.

