

affected;

- (vi) YRIPL withdraws any menu item to which the Product relates from its YRIPL Outlets or Franchises;
- (vii) It appears to YRIPL that the Supplier may become unable to satisfy its obligations; or
- (viii) The Supplier is the subject of a material change in ownership or change of control (and for the purposes of this clause, a change in ownership is material if it is a change of 25% (Twenty Five Percent) or more of the Supplier's issued share capital, and a change of control means an event where any single person or group of persons acting in concert acquires control of the Supplier or any interest in the relevant share capital of the Supplier as a result of which that person or group of persons have an interest in more than 50% (Fifty Percent) of the relevant share capital of the Supplier).

15.2 This Agreement may be terminated by YRIPL at its convenience by issuing 3 (Three) month prior written notice to the Supplier in this regard.

16 Force Majeure

16.1 Subject to Clause 15.2, if any Party is affected in the performance of its obligations under this Agreement by Force Majeure it shall promptly notify the other Party of the nature and extent of the circumstances in question and its liability to perform such obligations as are prevented by the Force Majeure events shall be suspended during the continuation of such events.

16.2 In the event of Force Majeure:

- (i) The Supplier shall use its best endeavors to maintain supply of the Products;
- (ii) YRIPL has the right to source Products and products similar to Products from third parties; and
- (iii) YRIPL is entitled to terminate this Agreement where the Force Majeure event lasts for more than 30 (Thirty) days.

17 Effect of Expiry/Termination

17.1 In the event of expiry or termination (whether in whole or in part) of this Agreement by either Party :-

- (i) The Supplier shall, at YRIPL's request, continue the supply of the Products for such period as is required by YRIPL and on the terms herein contained to enable YRIPL to make alternative arrangements for supply and to ensure an orderly and efficient transition from the supply of Products by Supplier to their supply by YRIPL or some other person;
- (ii) The Supplier shall ensure that all plans, specifications, designs, drawings, data, calculations, documents, disks, papers and other materials in its possession, custody or control which contain information relating to the Products or YRIPL

including any such matters in the possession, custody or control of a sub-Supplier, are delivered up to YRIPL;

- (iii) YRIPL shall be entitled to purchase from Supplier any or all of the remaining Products. Supplier shall not sell any Products not purchased by YRIPL to any third parties unless such Products are de-branded and do not refer to YRIPL in any way in which case the Supplier may sell such products at its own risk; and
- (iv) For the avoidance of doubt, where the Agreement is terminated in respect of a particular Product, this Clause 16 shall apply to the particular Product which is terminated.

17.2 On the expiry or termination of this Agreement (howsoever caused) all rights and obligations under this Agreement shall automatically terminate with the exception of:

- (i) Such rights of action as shall have accrued prior to termination (including without limitation any and all actions for any breach of any term of this Agreement); and
- (ii) All obligations of the Parties under this Agreement which are expressed or intended to survive its termination and continue thereafter including for the avoidance of doubt and without limitation Clauses 7.1, 7.2, 7.6, 11, 14, 17.1 and 18.

17.3 The Supplier shall not be entitled to any damages, compensation or indemnity in the event that this Agreement expires or is terminated or that one or more of the Products is terminated by YRIPL as permitted by this Agreement.

18 Indemnity

18.1 The Supplier agrees fully and effectively to indemnify YRIPL in respect of any costs, claims, demands, expenses, damages or losses (including but not limited to the adverse outcome relating to Clause 13 and without limitation, the costs associated with the recall of any Products, and all the costs of legal and other professional advisors) incurred or suffered by YRIPL arising out of or in connection with the negligence of or default or breach of this Agreement and/or any of the statutory laws by the Supplier or any of its agents, sub-Suppliers, Sub-Suppliers (as defined in Clause 6.1) or its or their officers or employees.

18.2 The Supplier hereby warrants, represents, covenants and agrees that it shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, the Indian Prevention of Corruption Act and all other similar laws in any applicable jurisdiction ("Anti-Corruption Laws"), in connection with the supply of Products or provision of any services to YRIPL. The Supplier further warrants, represents, covenants and agrees that, in connection with the supply of Products or provision of any services, if any, it shall not engage into an act of inducing such official, employee, political party or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, political party or candidate, or securing any improper advantage for obtaining/ maintaining business for YRIPL.

19 Assignment

The Supplier may not assign, license, transfer, sub-contract, dispose of, charge, hold on trust or part with the benefit or burden of any part of this Agreement.

20 Confidential Information

20.1 Where YRIPL supplies the Supplier with plans, specifications, designs, drawings, data, calculations, ideas, information, documents or other materials relating to the Products or any tender for them or the Supplier obtains information relating to YRIPL's business, products, services, know-how, prices or customers ("Confidential Information"), this Information is confidential and the Supplier shall respect the confidentiality of it and not disclose it to anyone (save to the extent that the same falls into the public domain through no fault of the Supplier) except to the extent required by law or a binding request from a regulatory body with jurisdiction or to carry out the terms of this Agreement.

20.2 Where the Supplier does disclose Confidential Information as permitted by Clause 20.1 it shall do so only on the condition that the person to whom it is disclosed undertakes the same confidentiality obligations to it and to YRIPL as the Supplier owes to YRIPL.

20.3 The Supplier shall keep materials containing Confidential Information in good condition and shall not acquire any rights or ownership in them. The Supplier shall on request immediately deliver them up to YRIPL or destroy them as YRIPL directs.

20.4 The Supplier undertakes not to disclose the existence or terms of this Agreement without obtaining YRIPL's prior written consent.

21 MSME Registration

Supplier represents that it is not registered under the MSME Act 2006 as on the date of signing of this Agreement. In the event, Supplier registers under the MSME Act 2006 during the term of this Agreement or any renewal thereof, the Supplier shall immediately intimate YRIPL of the same along with supporting documents and will comply with all rules and regulation under MSME Act 2006.

22 Code of Conduct

Suppliers must comply and ensure compliance with the following:

Quality and Food Safety:

Suppliers must ensure that its quality management systems and processes include food safety and quality requirements that meet or exceed YRIPL's published standards. This starts with the ethical sourcing of materials and ends with the highest level of service and delivery of superior quality products to our distributors and restaurants.

Sustainability:

Suppliers must ensure compliance with industry environmental, agricultural and animal welfare standards and practices, as applicable. Suppliers must demonstrate compliance with YRIPL's sustainability policies and positions, including with respect to palm oil, paper-based packaging sourcing, good antimicrobial stewardship, sustainable animal protein principles, and the other policies and positions outlined in its Global Citizenship and Sustainability Report.

Suppliers are also expected to develop appropriate environmental management systems that recognize the environmental impacts of their specific business processes and monitor and report performance against improvement targets. Suppliers are expected to be leaders in meeting or exceeding environmental standards and demonstrating year-over-year progress towards reducing the relative environmental footprint of their operations.

Waste and Emissions:

Suppliers must have systems in place to ensure the safe handling, movement, storage, recycling, reuse and management of waste, air emissions and wastewater discharge. Any of these activities that have the potential to adversely impact human or environmental health must be appropriately managed, measured, controlled and handled before the release of any substance into the environment. Suppliers also must have systems in place to prevent or mitigate accidental spills and releases into the environment.

Work Environment:

a) **Child Labor:** Suppliers must not utilize labor under the legal minimum age of employment and must follow all child labor laws applicable to the jurisdiction in which they operate. In addition, persons younger than eighteen (18) are not permitted to perform hazardous work under any circumstances.

b) **Coercion and Harassment:** Suppliers must treat all workers with dignity and respect. Disrespectful, inappropriate behavior, unfair treatment or retaliation of any kind will never be tolerated. Actions such as corporal punishment, threats of violence and/or other forms of physical, sexual, psychological, verbal abuse and/or harassment will never be allowed or condoned.

c) **Nondiscrimination:** Suppliers must not discriminate with regard to hiring and employment practices, including salary, benefits, advancement, discipline, termination or retirement on the basis of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political affiliation, disability, or physical impairment or handicap.

d) **Health and Safety:** Suppliers must provide workers with a safe and healthy workplace (and housing, if applicable) in compliance with all applicable laws and regulations. At a minimum, Suppliers must also ensure reasonable access to potable

water, sanitary facilities, proper ventilation, adequate lighting and fire safety. In addition, Suppliers are responsible for general emergency preparedness and machine maintenance and evaluations in order to comply with applicable safety standards. All required permits, licenses and registrations must be obtained, maintained and kept up-to-date and made available to YRIPL upon request. Suppliers must satisfy their operational and reporting requirements to applicable legal and regulatory authorities.

e) Human rights: Suppliers will use due diligence as a means to identify and prevent human rights risks, and must not use any forced or involuntary labor, whether prison, bonded, indentured or otherwise. Suppliers may be required to produce a "slavery and human trafficking statement" each financial year to ensure slavery, servitude or forced labor does not exist in any part of their business or supply chain. The statement must record Supplier's policies and demonstrate that due diligence, auditing, training, risk analysis, and appropriate key performance indicators are in place. This information will be made available to YRIPL as part of any audit or assessment process upon YRIPL's request.

f) Association: Suppliers must respect the rights of workers to associate, organize and bargain collectively in a lawful and peaceful manner without penalty or interference.

g) Compensation: Suppliers must comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime, maximum hours, commissions, bonuses, piece rates and other elements of compensation and provide legally mandated benefits.

h) Other Laws: Suppliers must comply with all applicable laws and regulations. All references to "applicable laws and regulations" in this Code of Conduct shall include local and national codes, rules and regulations as well as applicable treaties and voluntary industry standards.

i) Anti-bribery: Suppliers must have in place clear commitments to work against corruption and bribery in all its forms. Suppliers also must comply with all applicable anti-bribery local, federal and international laws and regulations (including, as applicable, the U.S. Foreign Corrupt Practices Act), and to meet or exceed relevant regulations and industry standards. Where standards differ, the standard which offers the greater degree of protection and ethical standard will apply. In no case may a Supplier take any action that would violate, or cause YRIPL to violate, any applicable law or regulation.

j) Monitoring and Compliance: YRIPL and/or its agents and contractors have the right to engage in monitoring activities to confirm Suppliers' compliance with this Code. Monitoring activities may include, without limitation, unannounced on-site inspections of manufacturing facilities (including those of any subcontractors) and Supplier-provided housing, and reviews of Suppliers' books and records and private interviews and/ or confidential surveys with Suppliers' workers. Suppliers must maintain on site or readily available all documentation that may be needed to

demonstrate compliance with this Code.

k) Subcontractors: In the event that a Supplier desires to utilize subcontractors for the manufacture, processing or development of products for YRIPL, that Supplier must obtain YRIPL's consent prior to utilizing such subcontractors and such subcontracts are subject to the provisions of the Code.

l) Publication: Suppliers must take appropriate steps to ensure that the provisions of this Code are communicated to its employees, subcontractors and agents, including the prominent posting of a copy of these provisions in the local language and in a place readily accessible to its employees at all times. Suppliers must have a policy in place protecting employees from any form of retaliation for making a good faith report of any violation of this Code.

23 Dispute Resolution, Law and Jurisdiction

Any dispute arising between Service Provider and YRIPL arising out of or in connection with this Agreement, shall initially be resolved by amicable negotiations amongst senior executives of the Parties and, if not resolved through such negotiations within 30 (thirty) days of written notice of the existence of such dispute, be finally settled by binding arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, by a tribunal comprising of a sole arbitrator appointed by YRIPL . (The "Arbitral Tribunal"). The seat and venue of arbitration shall be New Delhi, India and it shall be conducted in the English language.

During the arbitration, the Parties shall continue to fulfil their respective obligations under this Agreement except for such obligations, which are the subject matter of the arbitration. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned. The award may include an award of costs, including reasonable attorneys' fees and disbursements.

This Agreement shall be governed by the laws of India. In respect of all matters arising out or relating to this Agreement, the courts at New Delhi, India shall have exclusive jurisdiction.

24. Conflict of Interest

The Supplier confirms that it has disclosed fully to YRIPL all of its interests whether or not they are similar to or in conflict with the business(es) activities of YRIPL, and all circumstances in respect of which there is or there might be a conflict of interest between YRIPL and the Supplier, and the Supplier agrees to disclose fully to YRIPL any such interests or circumstances which may arise during the term of this Agreement with YRIPL immediately upon such interest or circumstances arising.

25. Severability

If any term, covenant or condition of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be held to be invalid or unenforceable by a court or administrative agency of competent jurisdiction, then the remainder of this Agreement, or the application of such term, covenant or condition to Parties or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition shall be valid and be enforced to the fullest extent permitted by law.

26. Entire Agreement

This Agreement, including all schedules attached hereto which are hereby incorporated herein by reference, set forth all covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties hereto with respect to the manufacture and supply of commercial quantities of Products and supersedes and terminates all prior and contemporaneous agreements and understandings between the Parties with respect to such subject matter.

27. Construction

This Agreement shall be deemed to have been drafted by all Parties and, in the event of a dispute, no Party hereto shall be entitled to claim that any provision should be construed against any other Party by reason of the fact that it was drafted by one particular Party. The headings used in this Agreement are for convenience of reference only and are not a part of the text hereof.

28. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This document may be signed/executed digitally through DocuSign or any other legally accepted electronic mechanism, and such execution is deemed to be a valid and lawful execution between the Parties, in accordance with the provisions of the Information Technology Act, 2000 as amended and other applicable law.

<p>For and on behalf of M/s. Yum! Restaurants (India) Pvt. Ltd.</p> <p>DocuSigned by: <i>Ravinder Bajaj</i> 7AAB0BE1CAE34B6</p> <p>AUTHORIZED SIGNATORY Name: Ravinder Bajaj Designation: Director, SCM</p>	<p>For and on behalf of M/s. Meghdoot Refrigeration Industries Pvt Ltd</p> <p>DocuSigned by: <i>Ajay Sadani</i> 5B65FA0E9AED04FE</p> <p>AUTHORIZED SIGNATORY Name: Ajay Sadani Designation: MS</p>
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<p>Witness: 1. Vikrant Srivastava</p> <p>DocuSigned by: <i>Vikrant Srivastava</i> F086A0D871184CE...</p>	<p>Witness: 1. Rahul Sadani</p> <p>DocuSigned by: <i>Rahul Sadani</i> D7E04EC00F2A4BC</p>
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SCHEDULE-2
PRODUCTS & PRICES- KFC equipment
Price Validity : 01st Jan 2022 till Dec 31st 2022

	<u>Client: YUM Restaurant [India] Limited</u>		<u>Date:</u> 20.12.2021		
	<u>Project: KFC</u>				
	<u>Ref. No.: MRIPL/AKS/21-22/412</u>				
<u>S.No</u>	<u>Description</u>	<u>Overall Dimension (L X W X Ht in mm)</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate in INR</u>
1).	Chest Freezer	457 X 725 X 1450 (915 + 535)	Each	1	45100.00
2).	Krusher Station	990 X 715 X 850 X 80 + 100	Each	1	55000.00
3).	Burger Station	1400 X 900 X 800 + 500	Each	1	72600.00
4).	Single Door Under Counter with Sink	1200 X 750 X 800	Each	1	60500.00
5).	2 Door Vertical Chiller [600 Ltrs. Cap.]	715 X 810 X 2000	Each	1	52800.00
6).	4 Door Vertical Chiller [1300 Ltrs. Cap.]	1385 X 810 X 2000	Each	1	90750.00
7).	2 Door Vertical Freezer [600 Ltrs. Cap.]	715 X 810 X 2000	Each	1	65000.00
					+ GST
	Terms & Conditions: -				
a)	Prices: - Ex Works (Palghar).				
b)	GST: - Extra 18%				
c)	Packing & Freight Charges: - Extra on actuals + GST (Unloading in your scope) There will not be any additional Packing charges incase of full truck load				
d)	Payment: - 50% Advance & Balance within 15 to 20 days from the date of Delivery.				
e)	Delivery: - As per mutually agreed Schedule				
f)	Warranty: - One Year				

PRODUCTS & PRICES- PH equipment
Price Validity : 01st Jan 2022 till Dec 31st 2022

	<u>Client: YUM Restaurant [India] Limited</u>		<u>Date:</u> 20.12.2021		
	<u>Project: Pizza Hut</u>				
	<u>Ref. No.: MRIPL/AKS/21-22/411</u>				
<u>S.No</u>	<u>Description</u>	<u>Overall Dimension (L X W X Ht in mm)</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate in INR</u>
1).	6' Make Table with Glass Door	1750 X 1000 X 960	Each	1	165000.00
2).	Single Door Retarder	715 X 810 X 2000	Each	1	79750.00
3).	Single Door Proofer	715 X 810 X 2000	Each	1	69850.00
4).	2 Door Vertical Chiller [600 Ltrs. Cap.]	715 X 810 X 2000	Each	1	52800.00
5).	4 Door Vertical Chiller [1300 Ltrs. Cap.]	1385 X 810 X 2000	Each	1	90750.00
6).	2 Door Vertical Freezer [600 Ltrs. Cap.]	715 X 810 X 2000	Each	1	65000.00
					+ GST
	Terms & Conditions: -				
a)	Prices: - Ex Works (Palghar).				
b)	GST: - Extra 18%				
c)	Packing & Freight Charges: - Extra on actuals + GST (Unloading in your scope), There will not be any additional Packing charges incase of full truck load.				
d)	Payment: - 50% Advance & Balance within 15 to 20 days from the date of Delivery.				
e)	Delivery: - As per mutually agreed Schedule				
f)	Warranty: - One Year				

SCHEDULE-3
SLA REQUIREMENTS

Order Acceptance Protocol

1. POs will be raised by YRIPL authorized Distributors / Franchises. On receipt of Purchase Order (PO), response needs to be sent by email to Distributor / Franchises within 48 hours confirming delivery date, quantity and price. In case of any issues, clarification needs to be sought and issue to be closed through discussion with Distributor / Franchise.
2. In case of price mismatch in the PO, supplier should immediately contact the Distributor / Franchise and ask for a revised/amendment of PO
3. Once PO is accepted, payment will be made as per the PO rate only
4. Lead time from order placement (PO receipt) to dispatch to be 15 days
5. YRIPL Will share 3 months rolling forecast every month. By 15th of month M₀, forecast for month M₁, M₂ and M₃ will be shared on a rolling basis. This forecast should be used for RM, production and safety stock planning

Delivery / Inventory Protocol

1. Supplier to keep a safety stock of at least ~10 days which can take care of urgent / unanticipated requirement
2. Every week (on a defined day), supplier to share stock statement which mentions item wise stock on hand and quantity under production. YRIPL will share the template for publishing this information
3. Deliveries should be strictly as per the PO schedule and quantity. There should not be any short / excess dispatch unless a prior approval is sought from respective Distributor / Franchise. Distributor / Franchise has full right to reject any excess quantity unless there is prior alignment / amendment in PO
4. Line fill rate performance should be 100% which means that all line items need to be serviced as per the quantity mentioned in the PO. On time dispatch performance should be greater than 95%
5. In case of any changes in the delivery schedule / quantity, it needs to be highlighted in advance (at least 10 days prior to dispatch date) to Distributor / Franchise. A proactive communication on any potential delay is must
6. In case of delays / partial quantity fulfillment, supplier will need to arrange special delivery at its own cost
 - a. Dry / packaging items - Shipment to be done through air / train/road as per criticality and as advised by Distributor / Franchise
 - b. Frozen / Chilled items – Special reefer vehicle to be arranged by the supplier for delivery
7. One PO - One invoice i.e. multiple POs cannot be clubbed in a single invoice as it becomes difficult to keep track of the open POs. Distributor will release as many POs as the number of deliveries in the month
8. YRIPL transporter will place the vehicle as per the pickup date mentioned in the PO. In case material is not available for any reason, detention cost for the same needs to be borne by the supplier

9. In case of any price change, POs due prior to effective date of price change, need to be served at old price rate. Else, supplier needs to give credit note of the differential amount to the Distributor / Franchise.

Documentation Protocol

1. SKU description mentioned in the invoice should be in line with the description mentioned Purchase Order
2. Reference PO number should be mentioned on the invoice
3. Scanned copy of the invoice and LR copy of the transporter to be sent to Distributor / Franchise immediately after the dispatch
4. All deliveries need to accompany original invoice and PO copy. Delivery Challan will not be accepted for delivery
5. Loading manifesto to accompany the truck giving details of SKU name, quantity breakup, batch number, manufacturing date, expiry date and other relevant information as per FSSAI norms / rules.

Quality Protocol

1. The temperature of the products at the time of pickup should be -15°C (or below) for Frozen items, and 1°C to 5°C for Chilled items. The cartons must not be damaged, wet, soiled, having no sealing issue, bulging etc. YRIPL appointed transporter will randomly check 2- 5% of the shipment and can refuse to pick the shipment if temperature and carton conditions don't meet the YRIPL norms.
2. Loading in the truck should be done SKU wise, batch no. wise and expiry date wise.
3. Any item with lower than mandated shelf life (<75%) should not be dispatched. Distributor / Franchise will not be accepting deliveries of any item with less than mandated residual shelf life (75%) at the time of receipt at DC. In case of any exception, a prior written approval before dispatch needs to be taken from YRIPL QA.
4. In case there is FEFO violation, Distributor / Franchise will reject the shipment and the cost of freight will have to borne by the Supplier. Also, supplier will need to arrange expedited and special delivery (at its own cost) for replacement quantity.
5. Packaging should be transit worthy and meet following requirements:
 - a. Food items – As per FSSAI / YRIPL QA guidelines.
 - b. Food item pack size should not exceed 25kg for ease of handling.
 - c. Packaging and other items – Label should have YRIPL item code, item description (mentioned in the PO), quantity per case, manufacturing date and name of the supplier. This needs to be printed in Big Font for easy identification.
 - d. All Packaging /Non-Food SKUs need to be packed in minimum 5ply (158X100X100 and A+B flute) corrugated boxes weighing not more than 15kg (gross weight). Width to length ratio for the box should be 2:3 with length not exceeding 60 cm.
6. In case of dry shipment, material should not be loaded in an open truck. Supplier can refuse to transporter from loading the shipment
7. Form of Guarantee (letter of guarantee) should be pre-printed on invoice.
8. Certificate of analysis must be provided for the dispatched material(s) along with invoice copy.

Escalation Protocol

1. YRIPL authorized Distributor will be primary point of contact for all Purchase order (PO), Road Permits, Supply issue, logistics support and payment related matter. It is expected that supplier should establish a robust and effective communication channel with distributors. Escalation to YRIPL should only happen if distributor is not responding
2. Supplier should revert within same day on any query raised by YRIPL Distributor / Transporter. Query can be raised through mail / call.
3. An escalation matrix should be shared with Distributor, Franchise and YRIPL team. Similarly, each Distributor will share escalation matrix / contact point with the supplier for better alignment

Payment Protocol

1. The payment for the supplies made will be done by Distributor / Franchise/YRIPL as per the credit terms mentioned in the PO, subject to timely availability of accurate invoice
2. Payment will be made as per the PO rates and other T&C
3. Supplier should ensure quarterly account reconciliation with each entity (Distributor / Franchise / YRIPL). The quarterly ledger should be signed off by both parties for smooth operations and hygiene of accounts
4. Escalation to YRIPL should only happen in case of any perennial payment issue with specific entity. Escalation should be well supported by relevant data.
5. Payment terms 30 days for all locations from Invoice Date

Performance measures for suppliers (Key criteria for share of business)

- A. Fill rate (%) and on-time delivery performance (%)
 - a. Fill rate: Number of PO line items serviced in full / Number of PO line items
 - b. On-time delivery performance: Number of POs served on time (± 2 days from PO due date) / Total number of POs served
- B. Supplier safety stock adherence – Compliance to safety stocks norms as recommended by YRIPL
- C. Compliance to PO acknowledgment – Number of POs acknowledged / Total number of POs received
- D. % of delivery non-compliances (short / excess dispatch; shelf life/ temp/packaging issues) – Number of deliveries with issues / Total number of deliveries
- E. Documentation error – Number of deliveries with error in docket / Total number of deliveries. Error could be pertaining to invoice or other supporting documents
- F. Number of escalations raised by Distributor / Franchise
- G. QA Audit score
- H. Number of quality related complains

These performance measures will be actively tracked and a key factor in determining share of business of the supplier.

Direct Store Delivery Protocol

1. Indents will be placed by YRIPL/Franchises stores directly to Vendors as per Mutually agreed timelines
2. Consolidated Order along with shortages if any, to be communicated 24 hours before delivery to the Regional Distribution Manager
3. Deliveries should be strictly as per the Indent Quantities
4. Line fill rate performance should be 100% which means that all line items need to be serviced as-per the quantity mentioned in the Indent On time dispatch performance should be greater than 95%
5. For Supplier managed store deliveries temperature-controlled vehicles need to be fitted with Data loggers, Data Logging reports need to be submitted to YRIPL QA on a monthly basis.
6. On-Time Fill rate reports needs to be circulated as per attached format on a weekly basis

I have read and understood the above guidelines & SLAs and confirm to ensure full compliance with all the above points.

----- end -----

SCHEDULE - 4

SUPPLIER ESCALATION MATRIX

NAME	DESIGNATION	MOBILE NO	E-MAIL ID
Rahul Sadani	Director	9820068009	rahul@mripl.in
Ajay Sadani	MD	9820084931	ajay@mripl.in