



BREWBAY INNOVATIONS PRIVATE LIMITED

CIN: U15130MH2022PTC379947

Registered Office at: Second Floor, 205-206, Tower B,
Mittal Commercial, Hasan Pada Road,
Mittal Industrial Estate, Marol,
Saki Naka, Mumbai 400059
Email ID: Support@abcoffee.in
Website: www.abcoffee.in

PURCHASE ORDER
GENERAL TERMS & CONDITIONS

1. Brewbay Innovations Private Limited ("Company") is pleased to issue this Purchase Order ("PO"). By issuance of this PO, the Supplier agrees to be bound by these Terms and Conditions, in addition to any definitive agreement or work order (if applicable). Kindly ensure all the deliveries/ Services are as specified in the definitive agreement/ work order / PO and are as per the absolute satisfaction of the Company. This PO is governed by the terms and conditions outlined in the definitive agreement/ work order executed between the parties. In the absence of a signed definitive agreement/ work order, the terms specified in the PO shall apply.
2. This PO has been digitally approved- physical signatures are not required.
3. In the event of any conflict between:
 - 3.1. this PO;
 - 3.2. any Letter of Intent (LOI), quotation, email communication, or Supplier document; and
 - 3.3. any definitive agreement/work order, The terms of this PO shall prevail over any LOI, quotation, email communication, or Supplier document, unless expressly agreed otherwise in a definitive agreement executed by both parties.

No terms stated in any quotation, invoice, delivery challan, email, or other communication issued by the Supplier shall override or modify this PO unless expressly accepted in writing by the Company.

4. The prices mentioned in this PO will be fixed and no increase in price shall be permitted during the issuance and, or execution of the PO unless a written amendment is signed by the Company. PO value is tentative and indicative, and the invoice should be raised based on the actual Services provided by the Supplier and accepted by the Company to its satisfaction. Company does not guarantee any specific level of volume commitment or expenditure or any minimum number of Goods or Services under this PO.
5. The price stated above are subject to all prevailing and applicable govt. taxes, duties, levies and octroi etc, as may be applicable in the official currency of the country where the Company in this PO is located, unless specified otherwise in the definitive agreement/ work order.
6. The Company reserves the right to immediately cancel the PO in full or part thereof without assigning any reason whatsoever.
7. No terms and conditions specified by the Supplier in their invoice or otherwise in any other document shall be binding on the Company unless specifically agreed by the Company in writing.
8. The Amount mentioned in this PO includes cost of packing delivery charges and all other incidental expenses, unless otherwise stated in writing by the Company.
9. Time schedule specified for delivery is of the essence, and strict adherence to delivery timelines shall be a material condition of this PO. If delivery / ies is /are delayed beyond stipulated period, the Company reserves the right to immediately cancel this PO (in part or



BREWBAY INNOVATIONS PRIVATE LIMITED

CIN: U15130MH2022PTC379947

Registered Office at: Second Floor, 205-206, Tower B,
Mittal Commercial, Hasan Pada Road,
Mittal Industrial Estate, Marol,
Saki Naka, Mumbai 400059
Email ID: Support@abcoffee.in
Website: www.abcoffee.in

full), levy liquidated damages, and/or procure the material/Services from other sources. Any such cost incurred by the Company for such procurement will be solely borne by the Supplier and be recovered from the Supplier accordingly, in addition to all the rights that the Company may have under law and equity.

10. Without prejudice to the foregoing, if the Supplier:

- 10.1. fails to complete delivery within the agreed turnaround time ("TAT"); and/or
 - 10.2. supplies goods, materials, products, or deliverables that do not conform to the specifications, approved samples, technical requirements, quality standards, packaging requirements, branding guidelines, or any other requirements prescribed by the Company under the PO,
 - 10.3. the Company shall be entitled, at its sole discretion and without prejudice to any other rights or remedies available under this PO or applicable law, to:
 - 10.3.1. deduct, as liquidated damages for delay, an amount equal to twenty percent (20%) of the corresponding PO value for every seven (7) days or part thereof of delay, subject to a maximum deduction of seventy-five percent (75%) of the total PO value;
 - 10.3.2. levy a quality non-compliance penalty equal to twenty percent (20%) of the value of the affected goods, materials, products, or deliverables;
 - 10.3.3. reject, return, replace, or require rectification of any non-conforming goods, materials, products, or deliverables at the Supplier's sole cost and risk; and/or
 - 10.3.4. recover from the Supplier any additional costs, losses, damages, customer claims, replacement costs, logistics costs, or other expenses incurred by the Company arising out of such delay, non-conformity, or quality deficiency.
 - 10.4. The Company may deduct such liquidated damages, penalties, costs, and recoverable amounts from any invoice or amount payable to the Supplier under this PO or otherwise recover the same from the Supplier. Acceptance, use, storage, resale, or retention of any non-conforming goods by the Company shall not constitute acceptance of the defect, waiver of the Supplier's breach, or limitation of the Company's right to impose the aforesaid penalty or seek any other remedy.
 - 10.5. Seek refund of any and all Advance Payments if the good or services are not delivered as per specifications or fail Quality Control process
11. This Purchase Order shall remain valid only for the delivery period expressly mentioned in the PO. In the absence of a specified delivery timeline, the Supplier shall complete delivery within thirty (30) days from the date of issuance of the PO.
12. Any supply made after the expiry of the delivery period shall require prior written consent of the Company. The Company shall have the absolute right to reject such delayed supplies without any liability or payment obligation.
13. If the Supplier fails to deliver within the stipulated timeline, the PO shall automatically lapse to the extent of the undelivered quantity, without any further notice. The Company shall not be obligated to accept, pay for, or return such goods.
14. Neither Party shall be liable for any delay or failure in performing its obligations under this PO to the extent such delay or failure is caused by events beyond its reasonable control,



BREWBAY INNOVATIONS PRIVATE LIMITED

CIN: U15130MH2022PTC379947

Registered Office at: Second Floor, 205-206, Tower B,
Mittal Commercial, Hasan Pada Road,
Mittal Industrial Estate, Marol,
Saki Naka, Mumbai 400059
Email ID: Support@abcoffee.in
Website: www.abcoffee.in

including but not limited to acts of God, flood, earthquake, fire, epidemic, pandemic, war, terrorism, civil unrest, governmental action, labor strikes, or disruption of transportation or utilities ("Force Majeure Event"). The affected Party shall promptly notify the other Party in writing of the occurrence of such Force Majeure Event and shall use commercially reasonable efforts to mitigate its effects and resume performance as soon as practicable. If a Force Majeure Event continues for a period exceeding thirty (30) days, the Company shall have the right to terminate or cancel this PO, in whole or in part, without any liability.

15. Unless otherwise expressly approved by the Company in writing, all goods supplied under this PO shall have a manufacturing date not earlier than one (1) month prior to the date of issuance of the applicable PO. The Supplier shall not fulfill the PO using old, aged, slow-moving, or previously stocked inventory that does not comply with this requirement.
 16. In the event the Supplier delivers goods that do not comply with the foregoing requirement, the Company shall have the sole discretion to:
 - 16.1. reject such goods and refuse payment;
 - 16.2. accept such goods to avoid stock-outs, business disruption, or operational requirements, without prejudice to its rights; and/or
 - 16.3. withhold, deduct, reduce, or refuse payment for such non-compliant goods, in whole or in part.
- Any acceptance, receipt, storage, use, resale, or retention of such non-compliant goods by the Company shall not constitute a waiver of the Supplier's breach and shall not create any obligation on the Company to make payment for such goods
17. The Supplier shall perform the Services professionally, to the best of their capability, and at all times in accordance with applicable laws and industry standards.
 18. The Supplier hereby acknowledges and agrees that the Company has commissioned the Supplier to perform the Services in accordance with this PO and that all worldwide perpetual rights, title and interest in any findings, reports, inventions, writings, written, invented, made or conceived by the Supplier in the course of providing Services ("Deliverables") shall be assigned and remain the sole and exclusive property of the Company, without further consideration. The Supplier shall obtain all requisite approval for performance of Services under this PO.
 19. The Supplier acknowledges that the goods procured under this PO are intended for commercial resale within a defined listing or promotional period. In the event that the Supplier delays delivery beyond the agreed timeline and such delay results in expiry of listing period, promotional window, or commercial relevance of the goods, the Company shall be entitled to:
 - 19.1. Reject the goods; or
 - 19.2. Return the goods at the Supplier's sole cost; or
 - 19.3. Require the Supplier to repurchase the goods at the original invoice value.

The Supplier shall bear all logistics and associated costs in such cases.



BREWBAY INNOVATIONS PRIVATE LIMITED

CIN: U15130MH2022PTC379947

Registered Office at: Second Floor, 205-206, Tower B,
Mittal Commercial, Hasan Pada Road,
Mittal Industrial Estate, Marol,
Saki Naka, Mumbai 400059
Email ID: Support@abcoffee.in
Website: www.abcoffee.in

20. The Supplier shall not have the right to use the Company's name, trademark, logo, slogans, branding, designs, trade dress, or any other intellectual property without the prior written consent of the Company. Any use of the Company's intellectual property, even with the Company's written consent, shall be strictly in accordance with the Company's branding guidelines, specifications, quality standards, and written instructions.
21. In the event any goods, materials, packaging, labels, merchandise, fixtures, signage, uniforms, printed materials, or any other items supplied or manufactured by the Supplier bear the Company's name, trademark, logo, branding, design, or any other intellectual property, and such goods are subsequently rejected by the Company for any reason, including non-compliance with the Company's specifications, quality standards, branding guidelines, approved samples, or written instructions, such rejected goods shall not be sold, resold, distributed, transferred, reused, repurposed, or otherwise used by the Supplier or any third party.
22. The Supplier shall, at its own cost and expense, destroy or dispose of such rejected goods in the manner directed by the Company and shall provide proof of such destruction or disposal, if required by the Company. The Supplier shall be solely responsible for any loss, damage, claim, liability, cost, or expense arising out of any unauthorized use, sale, resale, distribution, or disposal of such goods bearing the Company's intellectual property.
23. The Supplier shall, at its sole cost and without delay, rectify any deficiencies or defects in the Services and/or Deliverables provided to Company. Company shall have no obligation to make any payments to the Supplier unless and until the Services and/or Deliverables are completed to the Company's absolute and sole satisfaction.
24. Company assumes no liability for infringement of any patent, trademark, design, copyright etc. for using Supplier's material as well as for any product liability claim, arising thereof. The Supplier shall be solely responsible for any such liability. For any liability arising out of the same, Company reserves the right to withhold the payment of the bills/invoices, and the bills will not be processed for payment.
25. The Supplier shall keep confidential any information that can be reasonably construed as being confidential, immaterial of the manner in which it is made available to the Supplier. The Supplier shall at all times take such steps as may be necessary to safeguard all personally identifiable information or sensitive information shared with it by the Company, which shall, in no event, be lesser than industry best practices.
26. In case any product/Deliverable related liability/ claim/ dispute is received by the Company from any third party, Supplier shall deal with such claim and make good any loss incurred or suffered by the Company. The Supplier shall at all times indemnify & keep indemnified the Company & its employees, agents and representatives from all claims(s), dispute(s), liability/ ies, loss/ es etc. caused to it due to any reason. Company's total aggregate liability under or in connection with the PO/definitive agreement/work order (whether in contract, tort (including negligence) or otherwise) shall not exceed in aggregate the lower of (a) the total fees paid by Company during the one (1) month preceding the event giving rise to the claim, or (b) fifty percent (50%) of the total amount due from Company for the supply of goods to which the claim relates.
27. The Company may, at any time and with or without assigning any reason, by giving 48 (forty-eight) hours' prior written notice to the Supplier: (i) terminate the definitive



BREWBAY INNOVATIONS PRIVATE LIMITED

CIN: U15130MH2022PTC379947

Registered Office at: Second Floor, 205-206, Tower B,
Mittal Commercial, Hasan Pada Road,
Mittal Industrial Estate, Marol,
Saki Naka, Mumbai 400059
Email ID: Support@abcoffee.in
Website: www.abcoffee.in

agreement/ work order / PO, in whole or in part; (ii) suspend, alter, reduce, or reschedule the scope of work(s)/Services, in whole or in part; and/or (iii) change the locations or facilities for the Goods and/or Services.

28. Please acknowledge receipt of this PO in writing within seven days of receiving. Non-receipt of the said acknowledgement within seven days will be presumed as Supplier's unconditional acceptance of this PO.
29. Payments shall be made in accordance with the payment terms agreed between the Company and the Supplier under the definitive agreement, work order, quotation, or this PO, as applicable. In the absence of any specific payment terms, payment shall be processed within the period specified in this PO, calculated from the later of:
- 29.1. the date of receipt of a valid, complete, and undisputed invoice;
 - 29.2. the date of actual receipt of goods and/or completion of services; and
 - 29.3. the date of acceptance of such goods and/or services by the Company.

No payment shall become due unless the goods and/or services have been delivered, verified, and accepted by the Company to its satisfaction.

30. The Company shall be entitled to withhold payment in case of any discrepancy, deficiency, short delivery, quality issue, documentation gap, rate mismatch, tax mismatch, GST non-compliance, non-availability of GRN number/service confirmation, or any other dispute in relation to the invoice, goods, services, or deliverables. The payment timeline shall commence only once such discrepancy or dispute is fully resolved and a valid revised invoice, credit note, GRN number, service confirmation, or other required document, as applicable, is submitted by the Supplier.
31. All payments shall be subject to applicable statutory deductions, including TDS, GST TDS, or any other deduction required under applicable law. The Company shall also have the right to adjust, set off, or recover any advance, excess payment, penalty, debit note, damages, cost, loss, or other amount recoverable from the Supplier against any invoice or amount payable to the Supplier under this PO or any other arrangement.
32. The Supplier shall mandatorily mention the Company's PO reference number, item code, item description, delivery location, GSTIN, HSN/SAC code, quantity, rate, applicable tax rate, and any other details required by the Company in all future correspondence, delivery challans, invoices, credit notes, debit notes, transport documents, e-way bills, and any other related documents.
33. The Supplier shall be solely responsible for collecting the Goods Receipt Note ("GRN") number, service confirmation, delivery acknowledgment, or any other proof of receipt/acceptance, as applicable, from the Company's authorized representative at the time of delivery of goods and/or completion of services. The GRN number or service confirmation shall act as proof of delivery/receipt and shall be mandatorily mentioned on the invoice and supporting documents submitted by the Supplier.
34. The Supplier acknowledges that timely collection and submission of the GRN number, service confirmation, delivery acknowledgment, or any other proof of receipt/acceptance is the Supplier's responsibility. In the event the Supplier fails to collect, submit, or mention the GRN number, service confirmation, delivery acknowledgment, or other required proof of



BREWBAY INNOVATIONS PRIVATE LIMITED

CIN: U15130MH2022PTC379947

Registered Office at: Second Floor, 205-206, Tower B,
Mittal Commercial, Hasan Pada Road,
Mittal Industrial Estate, Marol,
Saki Naka, Mumbai 400059
Email ID: Support@abcoffee.in
Website: www.abcoffee.in

receipt/acceptance on the invoice or supporting documents, the Company shall not be responsible for any delay in invoice verification or payment processing arising on account of such omission.

35. Any invoice, delivery challan, or document not bearing the correct PO reference number, item code, GRN number, service confirmation, or other required reference details may be rejected by the Company and shall not be considered valid for payment processing. All invoices and/or bills shall be submitted by the Supplier to the Company immediately upon delivery of goods and/or completion of services, and after acceptance thereof by the Company.
36. Each invoice submitted to the Company shall be valid, complete, accurate, and supported by adequate documentation, including, as applicable:
- 36.1. a statement or confirmation that the goods, services, and/or deliverables supplied comply with the provisions of this PO, agreement, approved specifications, quality standards, and applicable laws;
 - 36.2. details of the goods, services, and/or deliverables provided, including the applicable PO number, invoice number, invoice date, delivery challan number, GRN number/service confirmation, item code, item description, quantity, rate, tax rate, HSN/SAC code, and corresponding price;
 - 36.3. proof of delivery, delivery challan, goods receipt note, service completion certificate, installation report, acceptance confirmation, or any other document required by the Company;
 - 36.4. where expense reimbursement is specifically approved under this PO or agreement, itemized expenses which have been pre-approved in writing by the Company, along with original receipts or other supporting documents;
 - 36.5. valid GST invoice, e-invoice, e-way bill, and any other statutory document, wherever applicable; and
 - 36.6. any other document or clarification reasonably required by the Company for verification and payment processing.
- Incomplete, incorrect, invalid, unsupported, or disputed invoices shall not be accepted and shall not trigger any payment obligation on the Company.
37. Any invoice submitted after 30 days from the date of receipt of goods and/or completion of services shall not be accepted, unless specifically approved in writing by the Company. The Company shall have no obligation to release payment against such delayed invoice.
38. Submission or receipt of an invoice by the Company shall not be deemed to be acceptance of the goods, services, deliverables, rates, taxes, or amounts mentioned therein. Payment, if made, shall not prejudice the Company's right to subsequently raise disputes, recover excess payments, claim damages, or seek any other remedy available under this PO, agreement, law, equity, or otherwise.
39. During the term of this PO/ agreement and for a period as required under applicable laws thereafter, Company/select independent third party auditors will have the right, at its expense, to audit the books and records of Supplier related to Supplier's activities under this PO/ agreement.
40. If the Supplier fails to comply with applicable tax laws (including timely and accurate filing of returns and deposit of collected taxes), and such failure results in denial of input tax credit



BREWBAY INNOVATIONS PRIVATE LIMITED

CIN: U15130MH2022PTC379947

Registered Office at: Second Floor, 205-206, Tower B,
Mittal Commercial, Hasan Pada Road,
Mittal Industrial Estate, Marol,
Saki Naka, Mumbai 400059
Email ID: Support@abcoffee.in
Website: www.abcoffee.in

or equivalent to the Company, Company shall be entitled to recover or deduct the corresponding amount from payments due to the Supplier. Supplier undertakes that it shall extend its full cooperation and shall ensure that it shall make available to Company any documentation including but not limited to the tax payment proofs, if required to be submitted by Company to the tax authorities under GST laws, such as, at the time of tax audit or assessments.

41. The Supplier shall act as an independent contractor and nothing contained in the definitive agreement/ work order / PO shall be construed as creating any principal-agent relationship between Company and the Supplier.
42. Any notices or communications under this PO shall be made in writing and delivered to the respective party's registered address or via email as agreed between the parties.
43. The Parties shall make good faith efforts to resolve any and all disputes arising out of or in connection with this PO in a confidential manner, including by escalating the matter to higher levels of management prior to initiating any legal proceedings. This PO shall be governed by and construed in accordance with the laws of India. Subject to the foregoing, the courts at Mumbai shall have exclusive jurisdiction over any dispute arising out of or in connection with this PO, and no other court shall have jurisdiction.
