

B9 Beverages Pvt Ltd

Head Office Address:H-106, Connaught Place Delhi- 110001,Ph No-011-41006793

CIN: U80903DL2012PTC236595

PAN NO: AAECD6739Q

SERVICE ORDER

Vendor Details					Order Information				
Vendor Code: 400952 Vendor Name: Nagadi Consultants Private Limited Vendor Address: 106/1-D, VASANTKUNJ DELHI 110070 Delhi State Code: 07 Contact Person Name: Rana Contact Number: Vendor GSTIN/TIN: 07AAACN6232G1ZP Vendor PAN No.: AAACN6232G					PO. No. : 4600002360 Date : 23.08.2021 Currency : INR				
Service Rendered Address					Delivery Details				
Company Name: B9 Beverages Private Limited Registered Address: H-106, 2nd Floor,Outer Circle, Connaught Circus, Delhi Delhi 110001. State Code: 07 GSTIN: 07AAECD6739Q1ZY Contact Person: Mr.Rakesh Contact No.: +91 91672 54355					Contract/Quotation Reference Number : Payment Terms : 50% Advance,50% after delivery within 30 days Incoterm : Delivery Terms : Ex work Warranty : Installation : Remark : Invoice to be sent to place of work.				
Item No.	Service Code	SAC Code	Description of Goods	Quantity	Rate	Unit	Net Amount	GST(%)	GST Amt.
10			Investigation charges	1.00	445,000.00	AU	445,000.00	CGST 9.00 SGST 9.00	40,050.00 40,050.00
			Mobilisation & Demobilisation charges	1.00	80,000.00	NOS			
			Laboratory test charges	25.00	14,000.00	NOS			
			Professional consuting fee	1.00	15,000.00	NOS			
20			mobilisation charges	1.00	140,000.00	AU	140,000.00	CGST 9.00 SGST 9.00	12,600.00 12,600.00
			Mobilisation & Demobilisation charges	1.00	20,000.00	NOS			
			Survey Charges	80.00	1,500.00	NOS			
30			HFL Survey and all Reports	1.00	174,000.00	AU	174,000.00	CGST 9.00 SGST 9.00	15,660.00 15,660.00
			HFL Survey and all Reports	1.00	174,000.00	NOS			

SERVICE ORDER-STANDARD TERMS AND CONDITIONS

1.ACCEPTANCE:All Purchase orders must be accepted in writing by the SELLER. If for any reason the SELLER fails to accept in writing, any conduct by the SELLER which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by SELLER of this Contract ("Contract"), including all of its terms and conditions ("Terms"). Any terms and conditions proposed in the SELLER's acceptance of the BUYER's Purchase Order which add to, vary from or conflict with the Terms herein are hereby objected to and rejected. Any such proposed terms and conditions shall be void and the Terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Contract between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If this contract has been issued by the BUYER in response to an offer, and if any of the Terms herein are additional to or different from any terms or conditions of such offer, then the issuance of this Contract by the BUYER shall constitute an acceptance of such offer subject to the express condition that the SELLER assent to such additional and different Terms herein and acknowledge that this Contract constitutes the entire agreement between the BUYER and the SELLER with respect to the subject matter hereof and the subject matter of such offer; and the SELLER shall be deemed to have assented and acknowledged unless the SELLER notifies the BUYER to the contrary in writing within ten(10) business days of receipt of this Contract.

2.PRICES: TERMS OF PAYMENT:The prices and terms stated on the Purchase Order and stated herein shall apply to all shipments made or services rendered hereunder. The BUYER shall have no obligation to honor the invoices for the goods or services at any increased price unless such increase shall have been confirmed in writing by the BUYER to the SELLER. No charge of any kind not stated on the Purchase Order will be allowed unless specifically agreed to (10) business days in advance in writing by the BUYER, but damage to any goods because of packing which fails to protect such goods will be charged to the SELLER. All payments are made conditional upon acceptance by the BUYER of the goods or services called for under this Contract and shall be subject to adjustment for failure of SELLER to meet the requirements of this Contract.

3.TAXES:The SELLER's prices shall be exclusive of all Central, State or Local Sales, use of Excise taxes levied upon, or measured by, the sale, the sales price, or use of goods required in the performance of this Contract. The SELLER shall list separately on its invoice any such tax lawfully applicable to any such goods, and payable by the BUYER, with respect to which the BUYER does not furnish to the SELLER lawful evidence of exemption.

4.DELIVERY:The terms of delivery are stated on the Purchase Order. The obligation of the SELLER to meet the delivery dates, specifications, and quantities, as set forth, is and shall be deemed to be the essence of this Contract at all times. Deliveries are to be made both in the quantities and at the times specified herein, or if no such quantities or times are specified, pursuant to the BUYER's written instructions. Shipments in greater or lesser quantity than ordered may be returned back at the SELLER's expense, unless written authorization is issued by the BUYER. If the SELLER's deliveries fail to meet the schedule, the BUYER, without limiting its other rights or remedies, may either direct expedited routing and charge excess cost incurred thereby to the SELLER, or cancel all or part of this order in accordance with the default provisions hereof.

Goods which are delivered in advance of the schedule are delivered at the risk of the SELLER and may, at the BUYER's option, be returned back at SELLER's expense for proper delivery and/or have payment therefore withheld by BUYER until the date that the goods are actually scheduled for delivery.

The SELLER will comply with the BUYER's billing and routing instructions, and the SELLER shall pay any redelivery or rerouting expense incurred by the BUYER as a result of improperly marked or improperly routed goods.

5.EXCUSABLE DELAY FOR NONPERFORMANCE:The BUYER may delay delivery and/or acceptance by causes or events beyond the BUYER's control. The SELLER shall hold such goods at the direction of the BUYER and shall deliver them when the BUYER notifies the SELLER that the cause or event affecting the delay has been removed. The BUYER shall be responsible only for the SELLER's direct additional costs resulting from holding goods or delaying performance of the Contract at the BUYER's request. In the event that causes or events beyond the SELLER's reasonable control and without its fault or negligence, including but not limited to labor disputes of any kind, prevent the SELLER from performing its obligations hereunder, such obligations shall be suspended, subject to the conditions that time is the essence of this Contract and should the SELLER fail to comply with the BUYER's delivery schedule, or otherwise fail to comply with its obligations hereunder, the BUYER may, while such excusable delay is pending, obtain alternative supply or services from another supplier or terminate this Contract without liability hereunder. If the SELLER provides the BUYER a rebate for purchases of product supplies hereunder in excess of threshold volumes, any volumes of alternative product purchased by the BUYER pursuant to the foregoing sentence shall be applicable to determining whether such threshold volume has been met by the BUYER. If the SELLER is unable for any reason to supply the BUYER's total demands for material hereunder, the SELLER must distribute its available supply to the BUYER on a percentage basis that is no less favorable than is provided to any other purchaser or internal user of the SELLER's product. If the failure to perform is caused by the default of a subcontractor and if such default arises out of causes beyond the control of both the SELLER and the subcontractor and without the fault or negligence of either of them, the SELLER shall not be liable for any delay or failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the SELLER to meet the required delivery schedule.

6.INSPECTION:All goods provided hereunder shall be subject to inspection and testing at the point of destination, notwithstanding prior payment therefore by the BUYER. If, in the BUYER's judgment, any of the goods are defective or otherwise not in conformity with the requirements of this Contract, the BUYER, in addition to its other rights, may (i) reject the same for full credit, (ii) retain the same and retain the

SERVICE ORDER-STANDARD TERMS AND CONDITIONS

same and remedy any defects of non conformity at the SELLER's expense, or (iii) require prompt correction or there after be tendered by the SELLER for acceptance without the BUYER's written consent. The packing, handling and transportation costs, charges and expenses incident to the BUYER's exercise of its rights hereunder will be charged to the SELLER's account. Nothing herein shall release the SELLER from the obligation to make full and adequate testing and inspection of goods sold to the BUYER hereunder. If any material is found substandard in quality and the same is rejected by our Quality Control team, that should be sent back to the SELLER and its total cost must be borne by the SELLER. If, any material which is containing the Brands/trademarks etc. of B9 Beverages Pvt. Ltd., the same shall not be returned back but will be destroyed completely so that it cannot be used by unauthorized persons for the same as it was originally intended to.

7.WARRANTY:The SELLER expressly warrants that all goods and services ordered, or provided hereunder, will conform in all respects to the specification, drawings, samples and other descriptions upon which this Contract is based, and will be merchantable and free from any defects in the material, design or workmanship. If the BUYER has furnished performance requirements for the goods purchased hereunder, the SELLER further warrants that such goods shall be fit and sufficient for the purposes for which the BUYER intends them. The Seller also warrants that the goods provided for under this Contract shall be free and clear of any lien or other adverse claim against title. In addition to any other remedies the BUYER may have, the BUYER may reject goods not conforming to the foregoing warranties, whether or not such goods shall have been previously accepted by the BUYER or any prior payments shall have been made thereon. The SELLER further warrants that no law, rule, regulation, ordinance or Executive Order of the United States, as state or local government, or any other government or any other governmental agency has been violated in the manufacture, transportation, delivery or sale of the goods or the performance of the services covered by this Contract. The SELLER agrees that the forgoing warranties shall survive delivery, acceptance, inspection, test, use of, and payment for, the goods, materials or services provided hereunder and shall inure to the benefit of the BUYER and its customers.

8.PATENTS:The SELLER warrants that the goods specified herein and their sale or use alone, or in combination according to the SELLER's specifications or recommendations, if any, will not infringe any United States or any foreign patent, copyright, mask work or trademark. The SELLER further warrants that the goods specified herein and their sale or use alone, or in combination according to the SELLER's specifications or recommendations will not violate the trade secret of any party. In case the goods constitute patent, copyright or trademark infringement, or violate unfair competition right and their use is enjoined, the BUYER may, at its sole option, pursue any remedy or remedies available at law or in equity, including, without limitation, requiring the SELLER to either procure for the BUYER the right to continue using such goods, modify them so they become non-infringing or remove them and refund the total purchase price there of.

9.PATENT LICENSE:The SELLER, as part of consideration for this contract and without further cost to the BUYER, hereby grants and agrees to grant to the BUYER an irrevocable, non-exclusive, royalty-free right and license to use, sell, manufacture and cause to be manufactured products embodying any and all inventions and discoveries made, conceived or actually reduced to practice in connection with the SELLER's performance of this Contract, and the SELLER hereby grants to the BUYER a license to repair, rebuild, or relocate and have repaired, rebuilt or relocated the goods purchased by the BUYER under this Contract. The SELLER further grants according to the terms of this Contract a royalty free license to use any software with the goods specified herein, or if the good is itself software. Moreover, the BUYER shall have the right at any time after the execution of this Contract to require the SELLER escrow a copy of any and all software sold here under.

10.INDEMNIFICATION:The SELLER shall defend and indemnify the BUYER from and against all damages, liabilities, claims, losses, judgments, settlements and expenses (including, without limitation, attorneys' fees) arising out of, or in any way related to, (i) this Contract or performance hereunder, (ii) any defect in the goods or services purchased hereunder, (iii) the breach of any obligation or warranty hereunder, (iv) any actual or alleged infringements of any patent, trademark, copyright, mask work, trade secret, or any unfair competition right, in the goods purchased hereunder, (v) any act or omission of the SELLER, its agents, employees or subcontractors, (vi) the delivery, condition, use or operation of the goods or services purchased hereunder, whether such goods are in the same mode as when delivered hereunder or whether they have been used in the manufacture of, and become part of, equipment, machinery of goods sold by BUYER to third parties and the SELLER agrees to, and will assume on behalf of the BUYER, upon its demand (without regard to the real or apparent merits of said action), the defense of any court or agency action which may be brought against the BUYER.

11.ASSIGNMENTS:No right or obligation under this Contract, including the right to receive monies due or to become due hereunder, shall be assigned by the SELLER without the prior written consent of the BUYER, and any purported assignment without such consent shall be void. The SELLER shall not subcontract or in any other manner delegate to any other party the performance of any work or the supplying of any services under this Contract without the prior written approval of the BUYER.

12.SUBSTITUTIONS; EXTRAS:No substitution of materials or accessories may be made without the BUYER's written consent. No charges for extras will be allowed unless such extras have been ordered in writing by the BUYER and the price agreed upon.

13.PERFORMANCE OF WORK:If this order calls for work to be performed by the SELLER, all work performed and all materials used in connection therewith shall be at the risk and expenses of and shall be replaced by the SELLER in the event of any damage or destruction thereof prior to, delivery to, and acceptance by, the BUYER. If this order calls for work to be performed by the SELLER upon any premises owned or controlled by the BUYER and/or the BUYER's customers, the SELLER will keep the premises and work free and clear of all mechanics' liens and will furnish the BUYER with certificates and waivers as provided by law. Whenever any property belonging to the

SERVICE ORDER-STANDARD TERMS AND CONDITIONS

BUYER or the BUYER's customers is in the possession of Seller or Seller's suppliers, the SELLER shall be deemed an insurer thereof and shall be responsible for its safe return to the BUYER. The SELLER will indemnify, hold harmless, and defend the BUYER and/or the BUYER's customers from any and all claims, demands, or suits made or brought under the Workmen's Compensation Law of the state in which any such work is performed hereunder or under any applicable federal compensation laws and will, if requested, furnish to the BUYER a certificate showing that the SELLER is in compliance with the Workmen's Compensation Law of such state and with any applicable federal compensation laws. The SELLER will also indemnify, save harmless, and defend the BUYER and/or the BUYER's customers from all losses and expenses for any damage to property or injury to or death of persons caused by the SELLER in the performance of this order.

14. CONFIDENTIALITY OF INFORMATION: The SELLER shall keep confidential all information, drawings, specifications, or data furnished by the BUYER, whether such information is transmitted in written form, orally, or electronic form, where such information is transmitted by the BUYER through its employees, agents, contractors, customers or other third parties at the request of the BUYER, or prepared by the SELLER specifically, in connection with this contract.

For B9 Beverages Pvt Ltd

PREPARED BY

APPROVED BY