



APPLE EDIBLES & LOGISTICS

PRIVATE LIMITED

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1. Applicability

These Terms and Conditions of Purchase (these “Terms and Conditions”), together with (i) any additional terms or conditions set forth in the Purchase Order issued by Buyer to Seller (as defined below or in the Supply Agreement (as defined below)), (ii) any written supply agreement executed by Buyer and Seller relating to the Goods (as defined below) (the “Supply Agreement”); (iii) any other document issued by Buyer in which these Terms and Conditions are attached or are incorporated by reference, and (iv) any attachments, instructions, or requirements furnished to Seller by Buyer (collectively, this “Contract”), apply to the purchase by Buyer of the goods and related services described in the Purchase Order (the “Goods”) from the seller party to whom the Purchase Order is addressed or who is otherwise a party to a signed agreement with Buyer for the Goods (“Seller”).

2. Compliance with Indian Laws. (a) Seller warrants that all Goods supplied under this Contract comply with the **Food Safety and Standards Act, 2006 (FSSA), the Food Safety and Standards Authority of India (FSSAI) regulations**, and any other applicable Indian food safety laws, including but not limited to:

- **Food Safety and Standards (Packaging and Labelling) Regulations, 2011;**
- **Food Safety and Standards (Contaminants, Toxins, and Residues) Regulations, 2011;**
- **Food Safety and Standards (Food Product Standards and Food Additives) Regulations, 2011;**
- **Legal Metrology Act, 2009;**
- Any state or local regulations applicable to food safety and consumer protection.

(b) Seller shall obtain and maintain all necessary FSSAI licenses and ensure that all packaging and labeling meet the prescribed Indian regulatory requirements.

3. Offer and Acceptance; Precedence. (a) Seller acknowledges and understands this Contract. If Buyer and Seller have a signed agreement incorporating these Terms and Conditions, Seller has accepted this Contract. If no signed agreement exists, Seller accepts this Contract by:

- Acknowledging the Purchase Order in writing;
- Commencing work under this Contract, including shipment of Goods; or
- Engaging in any conduct that recognizes the existence of a contract.

(b) Any terms proposed by Seller that conflict with this Contract are rejected unless explicitly accepted in writing by Buyer.

4. Quantity; Delivery; Transfer of Title. (a) Seller shall supply Buyer’s requirements for the Goods as per the Purchase Order and in compliance with **Indian food safety standards and licensing requirements**.

(b) Time and quantity of delivery are of the essence. Delays or non-compliance with FSSAI regulations must be reported immediately to the buyer. Seller shall provide all documents required under Indian

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law, including but not limited to **FSSAI clearance, import permits (if applicable), and food safety compliance reports.**

(c) Title and risk of loss transfer to Buyer upon receipt of the Goods by Buyer's carrier; provided, however, if Seller is required to contract with the carrier, title and risk of loss to the Goods passes to Buyer upon Buyer's receipt of the Goods.

5. Packing; Marking; Shipping. (a) Seller must ensure that all Goods are **packed, labeled, and transported** as per the **Food Safety and Standards (Packaging and Labelling) Regulations, 2011.**

Packaging should:

- Prevent contamination and damage;
- Clearly display **FSSAI license numbers, batch details, expiry dates, nutritional values, and allergen warnings** in compliance with Indian laws;
- Include appropriate markings in **English and Hindi** or any other language as per Indian food labeling requirements.

(b) Seller must provide written notice of any hazardous, perishable, or restricted material in the Goods, along with **storage and handling instructions** per Indian food safety guidelines.

(c) Unless agreed otherwise in writing, Seller bears all costs related to marking, packing, and shipping the Goods.

6. Regulatory Compliance and Inspection. (a) Buyer reserves the right to inspect and reject any Goods that **fail to meet Indian food safety standards.** Non-compliant Goods may be returned or disposed of at Seller's expense.

(b) Seller shall maintain **traceability records** of all raw materials and processing steps as per FSSAI regulations and provide documentation to Buyer upon request.

7. Indemnification. Seller agrees to indemnify and hold Buyer harmless against any claims, penalties, or legal action arising due to **non-compliance with FSSAI or other Indian regulatory requirements,** including product recalls, mislabeling, or contamination.

8. Governing Law and Jurisdiction. This Contract is governed by and interpreted in accordance with the **laws of India.** Any disputes arising out of this Contract shall be subject to the exclusive jurisdiction of the courts in **Mumbai, India.**

9. Miscellaneous. (a) Any amendments to this Contract must be in writing and signed by both parties.

(b) If any provision is found to be invalid under Indian law, the remaining provisions remain enforceable.

By accepting this Contract, Seller confirms compliance with all applicable **Indian food safety laws and FSSAI regulations.**

10. Inspection; Nonconforming Goods; Recalls; Traceability

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(a) Inspection and Testing

All Goods are subject to Buyer's inspection and approval at the destination. However, Seller acknowledges that Buyer may choose not to perform inspections of incoming Goods and waives any right to require Buyer to do so. Additionally, Buyer or its designated third parties may, with reasonable prior notice, inspect Seller's production processes and facilities to verify compliance with this Contract. Such inspections may include testing Goods against Buyer's specifications and reviewing certificates of analysis (COA) before delivery. The Buyer's inspection or non-inspection does not constitute acceptance of the Goods or relieve Seller of its obligations concerning quality control, compliance, and warranties.

(b) Rejection of Nonconforming Goods

Buyer may reject Goods that do not strictly conform to this Contract, including Goods found defective through sample testing through accredited NABL laboratory. If Buyer rejects any Goods, it may, at Seller's expense:

- (i) Require Seller to repair or replace the Goods at no additional cost to Buyer;
- (ii) Procure similar Goods from another source, reducing or offsetting the Contract quantity and payments accordingly; and/or
- (iii) Exercise any other legal or contractual rights available under applicable law.

Seller shall bear all costs related to Buyer's rejection of Goods, including inspection, testing, sorting, replacement, and transportation. Nonconforming Goods shall not be replaced without Buyer's written consent. If Seller does not provide disposal instructions within ten (10) days of receiving a rejection notice (or within a shorter commercially reasonable period), Buyer may dispose of the Goods at Seller's risk and cost. Seller reserves the right to ask for any documentation from NABL accredited laboratory indicating non-compliance with food safety norms before accepting such rejection.

Buyer must communicate instructions to reject within 24 hours of receipt of goods and provide laboratory report within 7 working days. If such a timeline is not adhered to, the goods are deemed to be accepted.

(c) Recalls and Regulatory Compliance

If any Goods (or Buyer's products incorporating the Goods) are subject to a recall, removal from the market, or corrective action initiated by any regulatory authority, Buyer, or its customers ("Recall"), Seller shall comply with Buyer's instructions and bear all related costs, including but not limited to:

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- (i) Consumer notifications and logistics;
- (ii) Expenses incurred by Buyer, including refunds, lost profits, goodwill damage, transportation, and administrative costs;
- (iii) All regulatory reporting obligations.

Seller must notify Buyer within twenty-four (24) hours of becoming aware of any defect or compliance issue that could pose a safety risk, result in a Recall, or trigger regulatory scrutiny. Seller shall not initiate a Recall without Buyer's prior written consent. If a government authority investigates the Goods, Seller must immediately notify Buyer and share all correspondence. Seller shall fully cooperate with Buyer in addressing and mitigating any Recall-related risks.

(d) Traceability and Mock Recalls

Seller shall ensure full Traceability of all raw materials and ingredients used in Goods. "Traceability" means:

- (i) Tracking specific ingredient lots to finished Goods; and
- (ii) Tracking finished Goods to end customers or destinations.

Any deficiencies must be rectified as directed by Buyer.

11. Quality

Seller must meet or exceed all applicable quality standards under Indian food safety laws, including the Food Safety and Standards Authority of India (FSSAI) regulations, and any specific requirements provided by Buyer. Seller acknowledges that:

- (i) It has reviewed Buyer's specifications and confirms they are adequate for manufacturing Goods in compliance with this Contract; and
- (ii) If no quality standard is specified, the Goods must be manufactured in accordance with the Indian Food Safety Act and FSSAI regulations.

Sellers must follow Buyer's quality assurance protocols and provide test samples upon request. Goods must be manufactured only at the designated facility specified in the Contract or Purchase Order ("Facility"). Seller shall maintain the Facility and equipment in a clean, secure, and sanitary condition.

Seller must immediately notify Buyer of any regulatory action, Recall, or safety concern requiring product withdrawal, destruction, or reporting to authorities. Seller must also promptly report any detection of:

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- (1) Toxins, allergens, or contaminants in the Facility that pose a health risk;
 - (2) Harmful bacteria, including Salmonella, Listeria, or E. coli;
 - (3) Any microbial, chemical, or physical contamination.
-

12. Price, Invoices, and Payment

**(a) Price
**

Unless otherwise stated in the Purchase Order or Contract:

- (i) Prices are fixed and include all costs related to manufacturing, packaging, transportation, duties, and applicable taxes as per Indian GST and tax regulations.

- (ii) Prices are not subject to escalation due to market changes or material costs.

- (iii) Seller must notify Buyer before accepting a Purchase Order if additional charges apply.

InvoicesInvoices must be submitted with the material and include proof of delivery, tracking details, and a purchase order reference. Invoices must be in English and include net weights, unit prices, and other relevant information. The invoice currency shall be Indian Rupees (INR) unless otherwise agreed.

**(c) Payment
**

Unless otherwise agreed, all payments will be made prior to dispatch of Goods. Payment will be made via bank transfer or another mutually agreed method. Seller will provide confirmation to buyer when goods are ready for dispatch and when they are handed over to nominated transporter. The buyer must make payment within 2 hours of goods being handed to the transporter. If such payment is not made in agreed time, any demurrage charged by the transporter will be passed on to the buyer.

Any delay in payment terms beyond agreed timeline will result in interest @ 18 % p.a. calculated proportionally from date payment was due to the date of funds received.

13. Audit

Seller may at its discretion grant Buyer or its authorized representatives access to Seller's facilities and personnel for audits or inspections related to contract performance, quality compliance, and manufacturing processes. Such audits may occur during regular business hours or at other times upon reasonable notice.

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14. Changes

Buyer may not request changes to Goods, specifications, processes, packaging, or delivery terms.

Seller shall not alter Goods, manufacturing processes, or materials without Buyer's prior written approval. If Seller identifies potential improvements to cost, quality, or compliance, it must promptly notify Buyer.

15. Confidentiality

(a) Existing NDA Governs. If a non-disclosure agreement ("NDA") exists between Buyer and Seller, it is incorporated herein by reference and shall govern the use and disclosure of any confidential or proprietary information exchanged.

(b) No NDA. If there is no NDA, all intellectual property and confidential information provided by Buyer must be kept confidential by Seller and used only for performance under this Contract. This includes all food-related recipes, formulae, and processes subject to the FSSA and other relevant Indian regulations.

(c) Advertisements. Seller shall not make any public statements or use Buyer's intellectual property in advertisements without prior written consent.

This Contract is subject to the exclusive jurisdiction of Indian courts, and all disputes shall be resolved per Indian law, including the FSSA and other applicable regulations.

16. Termination.

(a) Termination. In addition to any other rights or remedies of Buyer under this Contract or applicable Law, Buyer may terminate this Contract or any of its obligations under this Contract, in whole or in part (i) upon an Event of Default (subject to the provisions of Section 21) (a "Termination for Cause"), or (ii) at any time for any reason upon at least ten (10) business days prior written notice to Seller (a "Termination for Convenience"). Buyer shall have the right to a Termination for Cause or a Termination for Convenience notwithstanding the existence of a Force Majeure event. The effective date of any termination will be on the date of Buyer's written notice of termination or such later date as set forth in the notice.

(b) Termination Claim. Upon a Termination for Convenience, (i) Seller shall immediately stop all work under this Contract and shall immediately cause any and all of its suppliers or subcontractors to cease such work and (ii) Buyer will, following Seller's compliance with this Section 22, pay to Seller, without duplication, the price for finished and completed Goods that conform to the requirements of this Contract and delivered to Buyer. Notwithstanding the foregoing, payments made under this Section will not exceed the purchase price that otherwise would have been payable by Buyer for finished Goods that would have been produced by Seller under this Contract on the date of termination pursuant to an outstanding Purchase Order. Buyer will not be liable, and will not be

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required to make payments to Seller (whether arising for a Termination for Convenience, Termination for Cause, or otherwise) directly or indirectly, on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, general and administrative burden charges, or any other charges from termination of this Contract or otherwise. Seller shall furnish to Buyer, within thirty (30) days after the effective date of termination, Seller's termination claim, which shall consist only of the approved items listed above. Buyer may audit Seller's records before or subsequent to payment to verify Seller's termination claim. Any payment of a termination claim will not be deemed a waiver of any of Buyer's other rights arising under this Contract or applicable Law. A termination claim is Seller's sole and exclusive remedy for a Termination for Convenience. Seller's failure to timely submit a termination claim shall be a bar to any future action on such claim. Buyer shall have no obligation to Seller, Seller's subcontractors, Seller's suppliers, or any other entity of any kind upon a Termination for Cause.

17. Transition Assistance. Upon the expiration or termination of this Contract for any reason, whether in whole or in part, Seller agrees to take all actions as may be reasonably required (and requested) to transition the Goods from Seller to a successor supplier. Seller agrees that such transition assistance will include all industry standard transition assistance and Seller shall, upon request and at Buyer's option,
(a) provide all notices necessary or desirable for Buyer to resource this Contract to the successor supplier;
(b) provide a sufficient inventory bank of Goods to ensure the orderly transition to the successor;
(c) provide to Buyer or the successor supplier all property furnished by or belonging to Buyer or any of Buyer's customers in as good a condition as when received by Seller, reasonable wear and tear excepted;
(d) assign to Buyer any or all supply contracts or contracts for raw material or components relating to this Contract; and
(e) continue supplying the Goods to Buyer for up to ninety (90) days after the termination or cancellation of the Contract at the prices in effect at the termination or cancellation of the Contract. Unless otherwise agreed by the parties, Seller's obligations under this Section 23 will
(i) not exceed ninety (90) days after the expiration or termination of this Contract and
(ii) continue to be governed by these Terms and Conditions.
18. Indemnification. In addition to any other indemnification set forth in this Contract, Seller will indemnify, defend, hold harmless, and reimburse Buyer, its present and future directors, officers, shareholders, members, employees, attorneys, agents, representatives, parents, affiliates, subsidiaries, customers, and their users (each an "Indemnified Party") for, from, and against any and all claims, costs, demands, losses, damages, liabilities, causes of action, judgments, settlements, awards, fines, penalties, assessments, and expenses (including costs of defense, mediation, settlement, and reasonable attorneys' and other professionals' fees),

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however described or denominated, incurred by the Indemnified Parties or brought by any third party (including, without limitation, federal, state, or local governmental authorities or Seller's employees, subcontractors, laborers, agents, and assigns) against an Indemnified Party arising out of, incidental to, or resulting from Seller's performance of the Contract including (a) any negligent or willful act or omission of Seller or its respective subcontractors, agents, employees, or other representatives; (b) Seller's, its subcontractors', agents', employees' or representatives' commission of any Event of Default or other breach of any provision of this Contract (including, without limitation, Seller's warranties or any Recalls); (c) any injury, illness, or death of any person or damage to property as a result of the delivery, sale, resale, labeling, use, or consumption of the Goods; (d) Seller's, its subcontractors', agents', employees' or representatives' violation of any Law; (e) a request or demand by Seller to modify or change the terms of this Contract or legal proceedings involving Seller that in the reasonable judgment of Buyer may impact Seller's continued or future performance under this Contract; (f) any seizure, detention, or destruction of any Goods, whether under the authority of any governmental authority, court order, or with the commercially reasonable approval of Buyer or Buyer's customer; or (g) any Recall.

19. Remedies. The rights and remedies reserved to Buyer in this Contract shall be cumulative, and in addition to all other or further remedies provided at Law. Without limiting any rights or remedies of Buyer under this Contract or at Law, in the event that Seller fails or refuses to deliver Goods, or otherwise repudiates any provision of this Contract, Seller agrees that Buyer may seek specific performance of Seller's obligations under this Contract (including permanent or temporary injunctive relief) without the need to post a bond or any other type of security.

20. General Terms.

(a) Notices. All notices, claims and other communications to Buyer required or permitted under this Contract will be made in writing and will be effective only upon receipt by Buyer at the address specified in an executed agreement between Buyer and Seller, or, if there is no executed agreement, in the Purchase Order. Seller's failure to provide any notice, claim, or other communications to Buyer in the manner and within the time period specified in this Contract will constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim, or other communication. In addition to any notification obligation in this Contract, Seller will promptly notify Buyer in writing of any of the following events or occurrences, or any facts or circumstances reasonably likely to give rise to any of the following events or occurrences: (i) any failure by Seller to perform any of its obligations under this Contract; (ii) any delay in delivery of Goods under this Contract; (iii) any defects or quality problems relating to the Goods; (iv) any deficiency in Buyer specifications, samples, prototypes or test results relating to this Contract; or (v) any failure by Seller or its

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subcontractors to comply with applicable Laws.

(b) No Advertising; Customer Communications. Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the Goods or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials. Seller may not make direct contact with Buyer's customers with respect to the subject matter of this Contract unless specifically directed to by Buyer or where Seller has obtained Buyer's written permission prior to any contact. In the event Buyer's customer contacts Seller directly, Seller is to immediately notify Buyer and disclose the content of the communication.

(c) Severability. If any clause in this Contract is determined by a court of competent jurisdiction to be invalid, the invalidity of such clause shall not affect the validity of the remainder of this Contract.

(d) Non-Solicitation. Seller agrees that it will not, without the prior written consent of Buyer, solicit, recruit, hire, or otherwise employ or retain any employee of Buyer to perform any of the Seller's obligations as stated herein. This restriction includes any former employee of Buyer who has performed work for Buyer related to any of Seller's obligations as stated herein any time during the period commencing two years preceding the date of the Contract and ending on the date of Seller's final completion of work under the Contract. Further, during the term of this Contract and for two years thereafter, Seller agrees that it will not, without the prior written consent of Buyer, solicit or recruit or assist in the recruiting or soliciting for employment, including as a consultant, any employee of Buyer. The provisions of this Section will not restrict in any way the right of Seller to solicit or recruit generally, and will not prohibit Seller from hiring any Buyer employee who answers an advertisement directed at a general audience or who otherwise voluntarily applies for hire without having been personally solicited or recruited by Seller.

(e) Assignment. Seller may not assign this Contract (by operation of law or otherwise), whether whole or in part, or assign or delegate its rights or obligations under this Contract (by operation of law or otherwise), whether whole or in part, in each case, without Buyer's prior written consent, which may be withheld in Buyer's sole discretion. Any purported assignment in violation of this Section will be null and void and of no force or effect.

(f) Waiver. Except as otherwise provided in this Contract, the failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

(g) Relationship of Parties. Seller and Buyer are independent contracting parties and nothing in

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this Contract will make either party the agent or legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Seller's personnel will in no event be considered employees of Buyer and Seller will remain responsible for all wages, taxes, benefits, payroll deductions, remittances and other obligations with respect to its personnel.

(h) No Third Party Beneficiary. Except as otherwise provided in this Contract, Seller acknowledges and agrees that the rights and interests of the parties under this Contract are intended to solely benefit Buyer and Seller.

(i) Interpretation. For purposes of this Contract (i) whenever the word "including" (or any variation thereof) is used, it is deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) section headings are for convenience or reference only, and do not affect the meaning of this Contract; (iv) references to "Sections," and "Exhibits" (if any) are to sections and exhibits in these Terms and Conditions and attached to these Terms and Conditions unless otherwise indicated; (v) words such as "herein" and "hereunder" refer to Contract as a whole; and (vi) any agreement, instrument, statute, law, regulation or rule defined or referred to herein shall be deemed to mean such agreement, instrument, statute, law, regulation or rule as from time to time amended, modified or supplemented, and includes, in the case of agreements and instruments, references to all attachments thereto and instruments incorporated therein.

(j) LIMITATION OF LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR ANY OTHER THIRD PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT THIS CONTRACT OR OTHERWISE RELATING TO THE GOODS OR SERVICES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR PROPERTY DAMAGES, ATTORNEY'S FEES OR ANY OTHER RELATED COSTS OR EXPENSES, ANY DIRECT OR INDIRECT LOSS OF PROFITS, REVENUE, OR BUSINESS OPPORTUNITY, DOWNTIME, DELAY DAMAGES OR ANY OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE BY BUYER OR BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

(k) CONSULTATION WITH COUNSEL. BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE BEFORE ENTERING INTO THIS CONTRACT AND ARE DOING SO WITHOUT DURESS, INTIMIDATION, OR COERCION AND WITHOUT RELIANCE UPON ANY REPRESENTATIONS, WARRANTIES, OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES, OR COMMITMENTS SET FORTH IN THIS CONTRACT.

(l) JURY TRIAL WAIVER. BUYER AND SELLER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS

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A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF BUYER AND SELLER, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT OR ANY OTHER DOCUMENT PERTAINING TO THIS CONTRACT.

(m) Entire Agreement. This Contract, including any attachments, exhibits or supplements attached hereto or incorporated herein by specific reference, constitutes the entire agreement between Seller and Buyer with respect to the subject matter of this Contract and supersedes all prior or contemporaneous oral or written discussions, understandings, representations and agreements. This Contract is being entered into among competent persons who are experienced in business. Therefore, no provision in this Contract may be construed against any party as the drafter. This Contract may only be modified in writing signed by the parties' authorized representatives.

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CIN: U15100GJ2011PTC067352