



## Subway India KES Program

### TERMS AND CONDITIONS OF SALE

#### **A. Creating Kes Online Account**

1. Only a current Subway Franchisee (FO) can create a new account on the Stellar KES portal.
2. Account will be ready to use only after the same has been verified by Stellar Gastronom. For verification of any new account Stellar would require 12 working hours from the time respective DA's approval has been received (all time limits refer to only actual working hours excluding weekly offs & holidays)
3. Passwords and user id of all portal accounts are property of the Franchisees and the secrecy of the same has to be maintained by users only. In case of a forgotten password or user id, the same can be requested using email or online request. Stellar will verify the identity of Franchisee before disclosing any information.
4. Acceptance of KES terms & conditions is a pre-requisite for commencement of any business between Subway Franchisee & KES.

#### **B. Placing Online Order for Full Store / Remodeling / Relocation**

1. Franchisee has to submit full set drawing to Stellar.
2. All orders are subject to unit prices as listed on KES portal on the date of dispatch unless specifically agreed in writing. These prices are approved by IPCA on cost plus basis and are subject to change without prior notice each time a consignment is received at the warehouse. In case of part payment, Franchisees are not entitled to any protection against price increase.
3. Based on full set drawing & the elaborate ordering process, Stellar will create a draft purchase order for the Franchisee.
4. **Please note that Subway drawings are issued on finished sizes and not on raw sizes. In case final measurements at site are less than the measurement used in the store layout drawing, equipment ordered as per layout drawing may not fit at site. If any equipment needs to be replaced due to discrepancy in final site dimensions, any packing, freight and insurance charges will be borne by the Franchisee.**
5. Draft purchase order consists of décor range, small ware, large equipment, misc items with their respective minimum ordering quantities as mentioned in the drawings and specified by Subway.
6. Franchisee will use the draft purchase order to generate an online order.
7. Franchisee can order and purchase additional quantities of any SKU subject to stock availability.
8. A copy of all orders punched is sent to Subway coordinators for approval.
9. The order is accepted by Stellar only when the coordinators approve the same.
10. An order will be deemed as placed only when an order acknowledgement is sent by Stellar subject to fulfilment of any requirements mentioned therein.

Signed by Franchisee

Signed by Stellar Gastronom Pvt. Ltd



**C. Placing Online Order for Part Order**

1. Franchisee can punch an order for any SKU.
2. Stellar will accept the order and confirm delivery date based upon quantity ordered and current stock levels. Most items are available ex - stock.
3. On KES Portal, items can be ordered only for use in Subway Stores.

**D. Duties & Taxes / Extra Cost**

1. Following will be charged over and above the basic price subject to Franchisee's prior confirmation.
  - a. GST – AsApplicable
  - b. Any other Govt. Taxes – If Applicable
  - c. Transit Insurance – to be purchased paid directly by client
  - d. Freight – To be paid directly by client
  - e. Special packing – If Required
  - f. Coureir EDL (Extra Delivery location) –Wherever applicable

**E. Transit Insurance / Data for GST Billing**

1. Franchisee will provide Transit insurance copy, billing information, etc as required.
2. Transport vehicle will ply in city limits as per state law.

**F. Payments and Refunds**

1. All purchase orders must be accompanied with 100% payment. Deliveryperiod will be counted from the date of receipt of full payment in our Bank Account. Part payments will not entitle Franchisee to make claim for an earlier delivery.
2. Payments can be remitted to Stellar by RTGS / DD / Cheque / Online transfer

## **G. Inspection and Delivery of Goods**

1. Stellar will supply all items in 15 clear working days from the date of commercially and technically clear purchase order with 100% payment.
2. Franchisee has to arrange for approval from Coordinators for release of goods. Goods will be dispatched only on receipt of approval.
3. Stellar recommends inspection of goods by Franchisee before packing and dispatch.
4. In case of full stores, Stellar will dispatch the goods through a transporter approved or appointed by Franchisee. In case of part orders, the goods will be dispatched through Gati KWE or Blue dart whichever is more economical depending upon the consignment weight & volume.
5. Stellar does not undertake any responsibility for the conduct, service quality or the transit time taken by the approved transporters.
6. As soon as the goods are dispatched, Stellar will send a mail with all dispatch details to the Franchisee for his reference. The following documents accompany the goods
  - a. Commercial Invoice
  - b. Packing List
  - c. Vendor contact list and escalation matrix for installation and after sales
  - d. Lorry Receipt
7. All cancellations / return of goods supplied as per Franchisee's PO's are subject to cancellation surcharge @ 10% of invoice value.
8. In case of short supply by Stellar due to unavailability of any items, additional freight will be borne by Stellar.
9. In case a Franchisee wants part delivery in advance, any additional freight, thus incurred will be to Franchisee's account.
10. Custom designed Counters are not returnable.

## **H. Receiving of Goods by the Franchisee**

1. Receiving of goods should be done by the Franchisee or his authorized representative only.
2. Any loss / damage or short supply of any item must be mentioned on the invoice at the time of receiving with acknowledgement of the vehicle driver.
3. Franchisee must ensure the following while receiving;
  - a. No of packages received must match the number mentioned on the invoice and consignment note.
  - b. All packages are intact and in good condition with no visible external damage.
  - c. Packages are offloaded as per shipping and handling instructions mentioned on the carton.
  - d. Offloading Labor at Destination to be arranged by Franchisee.

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- e. All heavy equipment should be placed on or nearest to its final placement.
- f. No packaging should be opened by unauthorized personnel as any pilferages or damages to equipment will be to Franchisee's account.
- g. All items in packages should be checked against packing list and invoice and any shortages against packing list discovered in the packages should be brought to the notice of Stellar within 48 hours. No claims will be entertained on a later date.

## **I. Transit Insurance / Loss and Damage Claims**

1. Stellar's liability for the goods ends once the goods are handed over to the Carrier. All goods are shipped to Franchisees at their risk and cost.
2. Transit insurance for the goods is to be arranged by the Consignee directly. Stellar can arrange service of an approved Insurance agent, if required.
3. All claims are to be filed and claimed with the insurance company directly by the Franchisee.

## **J. Warranty**

1. Warranty is provided to the Franchisee by OEM's directly or through their authorized distributors. Stellar is not responsible for providing Warranty on behalf of OEM's approved by Subway.

## **K. General**

1. All disputes are subject to Delhi Jurisdiction
2. The terms and conditions may change subject to discussions with Subway Office & IPCA

**Name:**

**Store Number:**

**Date:**

Signed by Franchisee

Signed by Stellar Gastronom Pvt. Ltd