



Agreement between Bombay Halwa Limited and Franchise

The purpose of this agreement is to arrange with a commercial distributor (herein referred to as Franchise or Customer) for the receiving, handling, storage and distribution of goods. Goods will include chilled, frozen, and ambient food items.

Bombay Halwa Limited is firmly committed to supply superior quality and safe products to achieve highest level of customer satisfaction. All products are tailor-made to customer requirements with a range of frozen, chilled & ambient products. To maintain the product quality and safety throughout the supply chain till it is consumed by the end consumer, it is necessary that all the products should be distributed and stored as directed by the company (see appendix A, B)

The Customer must abide by the following storage and distribution requirements:

1. Customers shall follow cold chain distribution and storage instruction for the safe use of the chilled and frozen products. At all times, food must be stored at appropriate temperatures and rotated using First-in, First-out procedures.
2. All the products supplied by Bombay Halwa Limited to its customers are distributed under controlled conditions and it is the responsibility of our customer to check goods on receipt at their end. On satisfactory receipt of the goods, the Customer shall be responsible for ensuring the Goods are kept in adequate storage conditions as instructed by the company once the goods are signed for. Bombay Halwa Limited does not accept any liability for damage or spoilage of goods which are delivered to the customer in a good condition.
3. Similarly, all goods collected by the customers from our premises should be thoroughly checked by the customer on receiving them and need to be transported under stringent conditions depending upon the nature of the product (ambient, chilled or frozen). After satisfactory receipt of the goods, the Customer shall be responsible for ensuring the goods are kept in adequate storage conditions as instructed by the company once the goods are signed for. Bombay Halwa Limited does not accept any liability for damage or spoilage of goods which are received from the premises in a good condition.
4. All goods must be used strictly in accordance with the instructions, recommendations and specifications provided. No alteration to products is allowed. Bombay Halwa does not accept any liability of the product which has been altered by the customer before resale.
5. Goods sold are not on a 'Sale or return' basis.
6. All Goods must be used strictly in accordance with the instructions, recommendations and specifications provided. No alteration to products is allowed. Bombay Halwa does not accept any liability of the product which has been altered by the customer before resale.

7. Credit Terms:

- a. The Customer (franchise) is required to pay a deposit of £3,000.00 in respect of starting a Royal Sweets outlet. This deposit is strictly taken as security.
 - b. The credit extended to the customer (Franchise) will not exceed the deposit given of £3,000.00
 - c. All charges are invoiced to the Customer (franchise) on a weekly basis and are payable within 30 days of invoice date to be received in cleared funds. VAT is payable at the applicable rate on the goods where applicable.
 - d. Bombay Halwa Ltd reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 21% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
8. Additional Points:
- a. The agreed price file has been attached with this document (Appendix C). The Franchise will receive discount on the retail price except * marked products.
 - b. No additional marketing and sampling budget has been agreed.
 - c. Bombay Halwa Ltd will provide the customer (Franchise) with packaging to be used for the Royal branded mithai's and sweets. This will be provided at no additional cost to the Franchise (customer)
 - d. It is important to note that any Royal branded packaging must only be used for the purpose of packaging the Royal branded products only.
PLEASE DONT USE THIS ROYAL PACKAGING FOR PACKAGING GOODS PRODUCED BY ANY OTHER MANUFACTURER.
 - e. If it is found that the customer is using Royal branded packaging of goods other than Royal branded, the company reserves the rights to retain the deposit of £3,000.00. The company also reserves the right to take legal action against the Franchise (Customer) for this breach of contract.

This Agreement (including the Appendice) sets forth the entire understanding and agreement of the parties as to the matter covered hereby.

COMPANY: Bombay Halwa Limited
Bridge road industrial estate,
Bridge road, Southall,
UB2 4AB

By: _____
 Duly Authorized Date

By: _____
 Duly Authorized Date

Name:
 Title: _____

Name:
 Title: _____

Appendix A
Shelf Life and Storage Conditions

Name of the product	*Total Shelf Life	Storage Conditions
<u>Savouries</u> Bombay Mix, Chewda, Corn Chewda, Dalmooth, Khatta Metha, Moong Dal, Chanadal, Teekha Sev, Sev & Ghathia	12 months	Store in a cool dry place and away from sunlight
<u>Snacks- Bulk</u> Samosas Onion bhajis Pakorras Bread Pakora Batata Wada Paneer Roll	9 days 9 days 9 days 9 days 9 days 9 days	Chilled, store at <5°C
<u>Retail and Catering pack desserts</u> Rassogulla Gulabjum Kalajam Rassomalai Chum Chum Gajar Halwa- retail only Date & Mixed Nut Halwa Moong Dal Halwa Shrikhand	90 days 120 days 120 days 21 days 90 days 60 days 45 days 45 days 16 days	Chilled, store at <5°C
<u>Mithais sold loose</u>		Store in a cool dry place and away from sunlight
<u>Snacks – Retail pack</u> Namak Para Namkeen Papdi Puri Shakar Para Sohn Papri	90 days 90 days 90 days 30 days 90 days	Store in a cool dry place and away from sunlight
<u>Snacks – 2kg Bulk</u> Namak Para Namkeen <u>Snacks – 5 kg Bulk</u> Shakar Para	90days 90days 30days	Store in a cool dry place and away from sunlight
<u>Royal Kulfı</u> 100ml cone 1 liter tub	6 months 12 months	Store in freezer at below -18°C
<u>Frozen Snacks</u> Samosa	12 months	Store in freezer at below -18°C

* Shelf life of product starts from date of production not from date of collection/delivery.

Appendix B

INDIAN SWEETS – SHELF LIFE

PRODUCT	DATE OF PRODUCTION + LIFE	PRODUCT	DATE OF PRODUCTION + LIFE
ROYAL HALWA (ambient)	30 DAYS	PEDA (ambient)	10 DAYS
PISTA HALWA (ambient)	30 DAYS	SPECIAL PEDA (ambient)	7 DAYS
BADAMI HALWA (ambient)	30 DAYS	KESAR PEDA (ambient)	10 DAYS
RASPBERRY HALWA (ambient)	30 DAYS	MOTICHOOR LADDOO (ambient)	10 DAYS
PINEAPPLE HALWA (ambient)	30 DAYS	SPECIAL LADDOO (ambient)	10 DAYS
ORANGE HALWA (ambient)	30 DAYS	BESAN LADDOO (ambient)	12 DAYS
HABSHI HALWA (ambient)	10 DAYS	MESOOR PAK (ambient)	30 DAYS
SP. HABSHI HALWA (ambient)	14 DAYS	BADAM MESOOR PAK (ambient)	30 DAYS
GAJAR HALWA (ambient)	10 DAYS	KALAKAND(ambient)	7 DAYS
COCONUT BARFI (ambient)	10 DAYS	MILK CAKE (ambient)	10 DAYS
SPECIAL BARFI (ambient)	10 DAYS	MONTHAL (ambient)	10 DAYS
PISTA BARFI (ambient)	10 DAYS	SALAM PAK (ambient)	10 DAYS
BADAM BARFI (ambient)	10 DAYS	GUNDAR PAK (ambient)	10 DAYS
PLAIN BARFI (ambient)	10 DAYS	GULAB KATRI (ambient)	10 DAYS
CHOCOLATE BARFI (ambient)	10 DAYS	JALEBI (ambient)	8 DAYS
ICE CREAM BARFI (ambient)	10 DAYS	BIG JALEBA (ambient)	5 DAYS
3 STAR BARFI (ambient)	10 DAYS	KAJU KATRI (ambient)	12 DAYS
DRY FRUIT BARFI (ambient)	10 DAYS	AMARTI (ambient)	10 DAYS
MANGO BARFI (ambient)	10 DAYS	PATISA (ambient)	30 DAYS
PISTA SANDWICH (ambient)	10 DAYS	SP. PISTA ROLL (ambient)	12 DAYS
PINEAPPLE BARFI (ambient)	10 DAYS	BALUSHAHI (ambient)	12 DAYS
ANJEER BARFI (ambient)	15 DAYS	SP. CHAM CHAM (chilled)	5 DAYS
BESAN (ambient)	10 DAYS	BADANA (ambient)	12 DAYS
MALAI COCONUT(ambient)	10 DAYS	SOHN HALWA (ambient)	60 DAYS
SUTERFENI – SWEET (ambient)	7 DAYS	MAWA (chilled)	25 DAYS
SUTERFENI – PLAIN (ambient)	90 DAYS	MAWA KHAJA (ambient)	10 DAYS
KAJU PAK (ambient)	10 DAYS		
PRE PACKED BOXES			
RASSOMALAI (chilled)	21 DAYS	CLASSIC MITHAI – SMALL (ambient)	11 DAYS
GULABJAMUN (chilled)	120 DAYS	LUXURY MITHAI – SMALL (ambient)	15 DAYS
CHUM CHUM (chilled)	90 DAYS	TRADITIONAL MITHAI – LARGE (ambient)	9 DAYS
RASSOGULLA (chilled)	90 DAYS	CLASSIC MITHAI – LARGE (ambient)	11 DAYS
GAJAR HALWA – HOT FILL (chilled)	60 DAYS	TRADITIONAL MITHAI – SMALL (ambient)	9 DAYS
KALAJAMUN (chilled)	120 DAYS	SHAKAR PARA (ambient)	30 DAYS
SOHN PAPRI (ambient)	90 DAYS	NAMKEEN (ambient)	90 DAYS
SPECIAL LADDOO (ambient)	13 DAYS	NAMAK PARA (ambient)	90 DAYS
SHRIKHAND (chilled)	16 DAYS	PAPDI PURI (ambient)	90 DAYS
DATE & MIXED NUT HALWA (chilled)	45 DAYS	MOONG DAL HALWA (chilled)	45 DAYS

* Shelf life of product starts from date of production not from date of collection/delivery.