

PURCHASE ORDER / CONTRACT / SCHEDULING AGREEMENT / WORK ORDER

Vendor Code: AEON230522	PO NO. : A002/A3U/3200239925
Vendor Name & Address:	DATE : 01.02.2024
AEON AIRCONDITIONING SOLUTIONS	BUYER : Amol Gade
AEON HOUSE,DR AMBEDKAR ROAD	GST NO. : 27AAACM3025E1ZZ
R AMBEDKAR ROAD	
THANE 400601 Maharashtra India	
TEL: 9820580008 FAX:	
GSTIN No: 27AYYPS2229K1ZK	

Reference : RATES AS PER YOUR QUOTATION EMAIL DTD. 01.02.2024 AND SUBSEQUENT DISCUSSION .
AGAINST SUPPLY PO NO. 3200239924

Incoterm : Free del.to stores-Frgt.paid AD-KANDIVLI

Delivery Address : Mahindra & Mahindra, AS,
Akurli Road, Kandivali (East)

Mumbai 400101

Item	Part No.	Description	Qty	UoM	Rate (INR)	Amount (INR)
10		STANDARD INSTALLATION, PRESSURE TESTING, Refer Table 1 After T&C for detailed description Delivery date : 28.02.2024	1.00	AU	3000.00	3000.00
Amount in Words (INR) RUPEES THREE THOUSAND ONLY					Total PO Value:	3000.00

Tax As Applicable

Payment Terms : Full payment on compl of job & cert by authority.

TERMS & CONDITIONS :

- GST EXTRA @18% ON PRICE INDICATED ABOVE.
- PACKING / FORWARDING & TRANSPORATION CHARGES ARE INCLUDED IN ABOVE AMOUNT.
YOU WILL INSURE ADEQUATE PACKING FOR THE CONSIGNMENT.
- ABOVE PRICES -- FREE DELIVERY TO OUR KANDIVLI PLANT.
- THE PURCHASE ORDER PRICE MENTIONED WOULD BE FIRM FOR THE TENURE OF THE CONTRACT, FOR THE SCOPE OF SUPPLY MENTIONED IN THE PURCHASE ORDER AND NO ESCALATION WHATSOEVER SHALL BE CONSIDERED.
- DELIVERY SHOULD BE MADE TO :
DELIVERY & ACCOUNTS TO:--

MAHINDRA & MAHINDRA LTD,

For MAHINDRA & MAHINDRA LTD.

AUTHORISED SIGNATORY

Acceptance of this Order/Contract/Scheduling Agreement constitutes an acceptance of the terms and conditions on the face.
PL. MENTION PARTNO., YOUR PART NO (if any), P.O.NO. AND VENDOR CODE ON ALL CHALLANS AND BILLS.
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AUTOMOTIVE DIVISION,
AKURLI ROAD,
KANDIVLI (EAST),
MUMBAI 400 101.
(FOR TECHNICAL ISSUES / DELIVERY)

NAME : Mr.BHANDURGE VINAYAK
TELEPHONE : +91 9869013539
EMAIL : bhandurges.vinayak@mahindra.com

6. AT THE TIME OF DELIVERY OF MATERIAL ORIGINAL COPY OF THE MUST BE SUBMITTED AT OUR STORES.
7. YOUR INVOICE MUST HAVE ABOVE P.O. NO. AND THE VENDOR CODE EXACTLY AS MENTIONED ABOVE. PLEASE NOTE ABSENCE OF THESE DETAILS MAY RESULT IN DELAYS IN RECEIVING OF MATERIAL AND / OR PAYMENTS.
8. NO MATERIAL WILL BE RECEIVED WITHOUT ORIGINAL AS WELL AS DUPLICATE COPY OF YOUR INVOICE.
9. YOU WILL MENTION ABOVE P.O. NO. IN ALL YOUR CORRESPONDANCE.
10. WARRANTY : 1 YEAR ON MATERIAL
11. ONE SET OF OPERATIONS AND MAINTENANCE MANUAL (IF APPLICABLE) SHOULD BE SUPPLIED ALONG WITH THE MATERIAL.
12. PROFORMA INVOICE / BILL TO BE MADE AS PER P.O. TERMS AND CONDITIONS AND SHALL BE SENT IN DUPLICATE.
13. KINDLY SEND YOUR ORDER ACCEPTANCE COPY AT THE EARLIEST.
14. ALL YOUR CORRESPONDENCE MUST BE ADDRESSED TO THE ABOVE BUYER AT :
MAHINDRA AND MAHINDRA LTD.
AUTOMOTIVE SECTOR
CAPITAL PURCHASE
AKURLI ROAD
KANDIVLI (E)
MUMBAI 400101.

For MAHINDRA & MAHINDRA LTD.
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Visit our website: **ISO FORMAT NO: ISO-5234434567** **Page: 2 of 6**

REGD. OFFICE:Gateway Building, Near Gateway Of India.Apollo Bunder, Mumbai -400039

Telephone No. -

Website :WWW.MAHINDRA.COM CIN :L65990MH1945PLC004558

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TEL: 9820580008 FAX:

GSTIN No: 27AYYPS2229K1ZK

BUYER NAME : MR.AMOL GADE

TELEPHONE : 9821356433

EMAIL : gade.amol@mahindra.com

15. YOU SHALL SEND US A DETAILED ORDER ACCEPTANCE ACCEPTING EACH AND EVERY TECHNICAL & COMMERCIAL TERMS IN DETAIL WITHIN 15 DAYS OF RECEIPT OF PO. THIS ORDER ACCEPTANCE SHALL FORM THE REFERENCE FOR EXECUTION OF THE PURCHASE ORDER.

16. REQUIRED AS PER REQUISITION NO : 1500234231

17.FORCE MAJEURE:

FORCE MAJEURE SHALL MEAN ANY CAUSE, EXISTING OR FUTURE WHICH IS BEYOND THE REASONABLE CONTROL OF ANY OF THE PARTIES INCLUDING ACTS OF GOD, STORM, LANDSLIDE, FIRE, FLOODS, INUNDATION, CYCLONE,EARTHQUAKE,EXPLOSION,EPIDEMICS,PANDEMICS,QUARANTINE, STRIKE, SLOWDOWN, LOCKOUTS, SABOTAGE, RIOT, EMBARGO, INTERFERENCE BY CIVIL OR MILITARY AUTHORITIES,ACTS,REGULATIONS OR ORDERS OF ANY GOVERNMENTAL AUTHORITY IN THEIR SOVEREIGN CAPACITY, ACTS OF WAR(DECLARED OR UNDECLARED),STRIKE,LOCKOUT,BREAKDOWN OF THE PLANT, FAILURE OR DELAY IN THESUPPLIER'S/CLIENT'S SOURCE OF SUPPLY DUE TO FORCE MAJEURE CAUSES ENUMERATED ABOVE OR ANY SUCH EVENT AT THE SITE OF THE CLIENT.

A. NEITHER PARTY SHALL BE LIABLE FOR THE FAILURE TO PERFORM ANY OBLIGATION IN TERMS OF THE CONTRACT IF AND TO SUCH EXTENT SUCH FAILURE IS CAUSED BY A FORCE MAJEURE.

B. THE PARTY PREVENTED TO FULFIL ITS OBLIGATIONS (HEREINAFTER REFERRED TO AS "THE AFFECTED PARTY") BY FORCE MAJEURE SHALL NOTIFY THE OTHER PARTY IN WRITING WITHIN ONE WEEK AFTER OCCURRENCE OF SUCH FORCE MAJEURE AND IT SHALL BE ESTABLISHED

For MAHINDRA & MAHINDRA LTD.
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BY THE AFFECTED PARTY THAT THE FORCE MAJEURE SITUATION HAD DELAYED PERFORMANCE OF THE AFFECTED PARTY'S OBLIGATIONS AND SERVICES AND WAS BEYOND THE REASONABLE CONTROL OF THE AFFECTED PARTY AND NOT DUE TO THE DEFAULT OR NEGLIGENCE OF THE AFFECTED PARTY.

C. THE PERIODS FOR PERFORMANCE OF THE CONTRACT AS AGREED UPON SHALL BE EXTENDED BY THE PERIODS OF DELAY CAUSED BY SUCH FORCE MAJEURE,AS LONG AS THE PERIOD OF FORCE MAJEURE DOES NOT LAST LONGER THAN THREE MONTHS.

D. IF A FORCE MAJEURE CONTINUES FOR MORE THAN THREE MONTHS AND THE PARTIES ARE NOT ABLE TO REACH AN AGREEMENT ON THE CONTINUATION OF THE CONTRACT WITHIN A FURTHER TERM OF ONE MONTH, THE FULFILMENT OF THE CONTRACT SHALL AUTOMATICALLY BE DEEMED IMPOSSIBLE AND SHALL STAND TERMINATED. IN CASE OF SUCH TERMINATION, THE SUPPLIER SHALL BE ENTITLED TO THE PAYMENT OF THE PROPORTIONATE CONTRACT PRICE PAYABLE TO THE SUPPLIER FOR THE WORK PERFORMED BY THE SUPPLIER UP TO THAT TIME THE AFFECTED PARTY HAD INVOKED THIS FORCE MAJEURE CLAUSE. THE SUPPLIER WILL ALSO BE LIABLE FOR PROMPT REFUND TO THE CLIENT OF ANY UNEARNED PORTION OF ALL THE CONTRACT PRICE PAYMENTS RECEIVED BY THE SUPPLIER FROM THE CLIENT ON THE OTHER HAND.

THE CLIENT MAY ALSO DEDUCT SUCH UNEARNED PORTION OF THE CONTRACT PRICE PAID TO THE SUPPLIER FROM THE AMOUNTS PAYABLE TO THE SUPPLIER

E. THE PARTIES AGREE THAT THERE SHALL BE NO ESCALATION IN THE CONTRACT PRICE UNDER ANY CIRCUMSTANCES INCLUDING FOR REASONS ATTRIBUTABLE TO FORCE MAJEURE SITUATIONS.

18.LIMITATION OF LIABILITY

A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SUPPLIER BE LIABLE TO M & M OR ANY THIRD PARTY FOR SPECIAL INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE,OR FOR ANY INDIRECT DAMAGES

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FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF OR IN ANY WAY RELATED TO SUPPLIER'S OR THE MANUFACTURER'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF M/S MAHINDRA & MAHINDRA HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

B) SUPPLIER'S TOTAL LIABILITY IN CONTRACT, TORT, MISREPRESENTATION, RESTITUTION OR OTHERWISE (WITH THE EXCEPTIONS OF WILLFUL MISCONDUCT AND FRAUD BUT INCLUDING FOR NEGLIGENCE) ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL BE LIMITED TO 100% OF THE CONTRACT PRICE.

C) HOWEVER, THE AFOREMENTIONED LIMITATIONS OF LIABILITY SHALL NOT APPLY IN THE FOLLOWING EVENTS:

(I) INDEMNIFICATION OBLIGATIONS FOR THIRD-PARTY CLAIMS

BROUGHT AGAINST THE OTHER PARTY, INCLUDING INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

(II) LIABILITIES THAT ARISE FROM A BREACH OF ITS CONFIDENTIALITY OR DATA SECURITY OBLIGATIONS

(III) LIABILITIES THAT ARISE FROM A BREACH OF ITS OBLIGATIONS TO COMPLY WITH LAWS

(IV) LIABILITIES THAT ARISE FROM ITS FRAUD

(V) LIABILITIES OF A PARTY THAT ARISE FROM ITS WILLFUL MISCONDUCT AND GROSS NEGLIGENCE

(VI) LIABILITY OF IN CASE OF PERSONAL INJURY.

19.TERMS & CONDITIONS MENTIONED IN ENCLOSED ANNEXURE 'A' IS AN INTEGRAL PART OF THIS PO.

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Item	Part Number	Table 1 - Detail description & specification
10		STANDARD INSTALLATION, PRESSURE TESTING, VACUMMIZING, TESTING & COMMISSIONING OF HI WALL UNIT - 1.5TR & 2.0TR AC @ BASIC RATE OF Rs. 1500/- EACH QTY. 2 NOS. TOTAL AMOUNT - 2 NOS. x Rs. 1500 = Rs. 3000/-

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