Arvind Limited

Naroda Road,
Ahmedabad 380025 Gujarat, India

Purchase Order

FASHIONING POSSIBILITIES

Vendor No : 1065461 AEON AIRCONDITIONING SOLUTIONS	**PO No :** **PO Date :** **Revision No. :**	**4200020495** **26.08.2026** **0**
OFFICE NO. 109 DEVASHREE GARDENS WING D RW SAWANT ROAD, RUTU PARK,,THANE(W), MAHARASHTRA - 400601,, THANE-400601, Maharashtra, India Tel:9372534679 Fax: E-mail:cce.ka@aeonacsolutions.com Contact Person: PAN No: AYYPS2229K	**Project/Job No :** Revision Date : Quotation No & Date.: Buyer Name : Buyer Email Id : Buyer Contact No :	 26.08.2026 Shreyash Tatiya shreyash.tatiya@arvind.in 9595119411
BILLING ADDRESS TAS AMBER BLDG ARVIND LIMITED Santej Insustrial Complex PO-Khatraj, TA-Kalol 382721-Ahmadabad Gujarat India GST Reg No :24AABCA2398D1Z0	**DELIVERY ADDRESS** TAS - PUNE - SATARA ROAD COCO NEXT TO HOTEL RAVIKANT, PADMAVATI CORNER, SATARA ROAD, PUNE-411043 Maharashtra India	

We are pleased to confirm here by our purchase order favoring your company, for the following items as per the terms / condition mentioned as below / overleaf. Please find the details in order and execute supplies as per requested schedule.

S.No.	Item Code / Description	Quantity	UoM	Unit Price	Discount (%)	Net Amount (INR)	Delivery Date
10	50024013 DAIKIN 4.0 TON 3 STAR INVERTER CASSATTE HSN/SAC Code:- 84151010 PR Creator: Dilipbhai Thakor DAIKIN 4.0 TON 3 STAR INVERTER CASSATTE AC HSN CODE - 84151010 GST - 18%	3	NOS	118,500.00		355,500.00	31.10.2026
					IGST	18.00 %	63,990.00
20	50025525 DAIKIN 3.0 TON 3 STAR INVERTER SPLIT AC HSN/SAC Code:- 84151010 PR Creator: Dilipbhai Thakor DAIKIN 3.0 TON 3 STAR INVERTER SPLIT AC HSN CODE - 84151010 GST - 18%	2	NOS	96,500.00		193,000.00	31.10.2026
					IGST	18.00 %	34,740.00

SUMMARY	
Net Value	548,500.00
IGST	98,730.00
Gross Value	647,230.00

Amount in Words :- SIX LAKH FORTY SEVEN THOUSAND TWO HUNDRED THIRTY RUPEES ONLY

Payment Terms : Advance payment for vendor Delivery Terms : DAP Avind Site

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Prepared By :	Verified By :	Authorized By:
Purchaser - Shreyash Tatiya	Manager - Procurement	
Purchaser's Name : -		

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TERMS & CONDITIONS OF PURCHASE

To which the Vendor agrees by accepting this Purchase order. The acronym #AL# wherever it occurs shall mean #Arvind Limited# the Purchase Company that has awarded this purchase order (#PO#), unless otherwise stated. The term #Vendor# shall mean the entity to which this PO is awarded. By accepting this PO, Vendor agrees and undertake to supply the goods/materials/services (#Goods#) specified in full accordance with all terms and conditions set forth herein and/or attachments hereto. All drawings, designs,specifications and other data prepared or provided by AL and related thereto are the property of AL and must be returned to AL upon completion of work by Vendor of the obligations under this PO. AL and Vendor shall individually be referred to as a Party and jointly as Parties. It is important that Vendor signs and returns the PO copy within three (3) days of receipt. PO to be signed and sent through physical/electronic form through electronic mode. Failure to return the acceptance does not diminish/affect the obligations and responsibilities as set forth herein which may result in a delay in payment and may be cause for termination or cancellation of PO. In case of a regular supply, or more than one (1) purchase orders, these terms and conditions shall be a binding on the Vendor and shall prevail and remain in subsistence for all the Purchase Orders, unless altered in writing or terminated.

1.Compliance - All Goods shall strictly comply with (I) the technical specifications, descriptions, grades etc. mentioned in the order and (ii) sample, if any shown and (iii) patterns or drawings, if submitted.(iv)Chemical Products requested in this PO should conform to a valid version of ZDHC MRSL(v)Chemical Products requested in this PO, at minimum. Should meet the ZDHC MRSL conformance level 1 in zdhc Gateway (vi)"All chemical products requested in this P.O should be supplied with CoA"3

2.Inspection - All Goods shall be Subject to inspections and quality test procedures and AL is entitled to reject the defective or non-complying Goods.

3.Uniformity in supplies - In the event of inspection and/or quality testing produces if any carried on random sample selection basis by AL, the responsibility of uniformity in quality and standard throughout entire supply under the purchase Order shall be on vendor. During any stage of utility and consumption by AL or by any of the converter/job-worker/consumer of AL, Goods found to be non- uniform in quality and standard as per testing norms of AL if any, the vendor shall be responsible for all types of loss that may arise on account of the same and shall also refund the payment if any made, for such Goods, to AL within 15 days of its demand.1. If the payment is not made within the time as stated herein, the Vendor undertakes to pay the same with 12% interest per annum compounded annually till the actual payment is made.

4.Delivery - Time and Place of delivery shall be an essence of the purchase order and delivery should be effected with in prescribed time limit and the prescribed place asper PO. The delivery shall be considered to be effective or Goods shall be considered to be delivered only if the both the conditions are fulfilled i.e. (i) acceptance of delivery is signed by the concerned representative of AL (ii) and the Goods are physically delivered, till this both the conditions are fulfilled all the risks and responsibility of the Goods shall remain of the Vendor, the Vendor undertakes to insure the Goods at its own costs till this both the conditions are fulfilled. Breach of this condition shall entitle AL to reject the Goods and cancel the order wholly or in part thereof, and/or to claim damages resulting from such breach of conditions .In case where an advance payment was made by AL, the same shall be refunded within 15 days of such cancellation either wholly or in part (on pro-rata to the extent of cancellation if in part). If the payment is not made within the time as stated herein, the Vendor undertakes to pay the same with 12% interest per annum compounded annually till the actual payment is made.

5.Delivery Timing- Goods shall be delivered at AL s premises or other locations specified by AL in the PO. AL shall accept delivery only during the stipulated working hours. Normally delivery of Goods will be received between 10.00 a.m. and 4.00 p.m. only. In exceptional cases, the Vendor may obtain prior written permission from AL, if Goods are required to be accepted beyond these hours.

6.Delay in Delivery - if Vendor fails to supply / deliver the Goods within or as per the delivery date specified by AL in the PO or otherwise, AL may, at its sole discretion (as deemed appropriate) either suspend and/or cancel and/or reject the entire quantity of the Goods (including Goods if delivered by the Vendor after the delivery date or accept such quantity of the Goods). Such acceptance of the Goods delivered after the delivery date shall be without prejudice to any other rights of AL including without limitation following rights of AL for ascertained and agreed liquidated damages not amounting to penalty: a) If AL, at its sole discretion, does not accepts the delivery of the Good to be delivered by the Vendor after the delivery date, liquidated damages equal to 15% of the Goods not delivered as per the delivery date for every week of delay; or b) If AL, at its sole discretion accepts the delivery of Goods delivered after the delivery date, liquidated damages equal to 3% of the basic cost of the Goods not delivered as per the delivery date for every week of delay as per the delivery date. The delivery window for each PO is provided in delivery schedule and any delivery of Goods beyond 30 days from the delivery date mentioned PO shall not be accepted by AL for whatsoever reason.

7.Excess Delivery -AL assumes no obligation in relation to any Goods delivered in excess quantity to those specifically ordered in the PO. AL shall inform the Vendor of such excess delivery which shall be taken back by the Vendor forthwith at own cost and risk of the Vendor

8.Transport - It shall be the Vendor#s responsibility to deliver the Goods in sound condition through competent carriers with all precautions and equipment that may be required for safe delivery. Delivery of Goods should be made at AL premises or any other venue instructed by AL. The vendor shall also take all due precautions to ensure that injury or damage is not caused to any employee, plant, machinery and property of AL during such delivery.

9.Packaging - Vendor shall ensure that the packing of the Goods is as per the best standards in the industry for packing similar type of material, including that such packing is transport worthy. Packaging must be adequate to allow for rough handling during transshipment, transit, exposure to extreme temperatures during transit and open storage, with consideration for the type of Goods and transportation mode. AL reserves the right to reject any Goods that is deemed not to have been packaged adequately and Good are of damaged. Transshipment is not allowed under this PO.

10.Storage - At the sole option and written direction of AL, the Vendor shall store the Goods up to ninety (90) days beyond the delivery dates stipulated in this PO or as intimated by AL at no cost. The Vendor shall continue to maintain the insurance on the Goods in accordance with clause for the period

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of such storage. For storage after ninety (90) days (as stated above) or as intimated by AL, the Vendor shall be entitled to reimbursement of all direct out of pocket expenses and insurance costs incurredfor storage of the Goods beyond the initial ninety (90) days subject to production of evidence of such payment and prior written approval by AL.

11.Rejection of Goods- AL shall be entitled to reject Goods if they are found to be in non-conformity and non-uniformity as per PO by AL or due to any quality/performance issues etc., in such event AL shall entitle to intimate the Vendor and subsequent to intimation the Vendor shall take back such rejected good/material forthwith. The Vendor shall at the discretion of AL be given an opportunity to either replace the rejected Goods by giving time for delivery as AL may deem it fit or else AL may ask for refund of the amount already paid as advance if any towards the PO which shall be unconditionally paid by the Vendor within 15 days from such intimation irrespective of the actual receipt collection of the rejected Goods. If the payment is not made within the time as stated herein, the Vendor undertakes to pay the same with 12% interest per annum compounded annually till the actual payment is made. Any such rejected material that is not taken back by Vendor within 7 days of date of intimation of rejection will lie at AL`s premises or other locations at the risk/responsibility of the Vendor. The additional cost to be incurred by AL on account of storage charges/administrative expenses may be debited to the Vendor/will be recovered from the Vendor.

12.Price - Unless otherwise expressly stated in this PO, the prices and rates set forth in the PO for the Goods are fixed and frim and same shall not be subjected to any escalation for whatsoever reason. In case of any fall in price /levies, the benefit of such reduction in price/rates shall be passed on to AL. Unless otherwise specified by AL, all prices and rates set forth in the PO includes all packing costs, crating, handling charges or any other charges, and may, in accordance with the delivery terms, include the costs of carriage/ delivering of the Goods and costs of insurance covering the Goods. Neither the Vendor nor any other person shall be entitled to any payments whatsoever towards any license fees, royalties, levies or the like for use of any intellectual property embodied or utilized in or for the use, operation, manufacture, fabrication, assembly or supply of the Goods.

13.Invoice - The Vendor shall be entitled to raise invoices in accordance with the payment terms and invoicing instructions set forth in this PO. Each invoice shall in all cases include all details requested by AL, including the PO number that must be appeared on the delivery challans and invoices which shall be accompanying the consignment, details for making payment, including the name of the Vendor's bank, account number, RTGS / NEFT code (as applicable), SWIFT codes (collectively, 'Invoice Payment Details') and any other details as informed by AL from time to time. Each Invoice must be rendered in duplicate i.e. original copy & duplicate copy. The Invoice shall be forwarded in due course to AL and same will be considered by AL, after the acceptance of Goods in compliance with inspection, quality testing procedures subject to clause No. 12 herein above. On account of wrong documentation or any other reason attributable to the Vendor, the Vendor shall compensate AL for loss of such money. Failure to submit all documents under this PO will cause payment to be delayed. Such delay in the payment shall however in no way affect the AL's right to any cash discount to be allowed on the price of Goods as on the date of receipt of original copy of invoice.

14.Payment - AL shall make the payment of undisputed invoice amount for the Goods, as per the payment terms mentioned in the PO and after receiving the receipt of a correct invoice covering such Goods containing all invoice Payment details and accompanied by all supporting documents as informed by AL from time to time. Payments of any undisputed invoice amount or any other amounts to the Vendor shall not constitute acceptance of Goods. Payment of an invoice is not evidence or admission that the Goods meet the requirements of the Order. In case of payment dispute, the Parties shall resolve such disputes in accordance with Clause-29 of this PO. However, the Vendor agrees and undertakes to continue performing its obligations under this PO notwithstanding any such dispute.

15.Taxes and Duties - The Vendor shall be responsible for and shall bear and pay all taxes imposed or the withholding taxes or taxes deducted at source or taxes collected at source, as applicable, in India related to payments made by AL to the Vendor. ALshall deduct applicable withholding taxes or taxes deducted at source or taxes collected at source, as applicable, in India from payments due to the Vendor and deposit such withholding taxes or taxes deducted at source or taxes collected at source, as applicable, with the tax authority in India and pay the Vendor the net amount after deducting the applicable withholding taxes or taxes deducted at source or taxes collected at source. AL shall issue such certificate or supporting documents for deduction oftax.

16.Goods and Service Tax (GST) - PO should mention the GSTIN number of the Vendor. In case the PO is at a global level with separate scheduling agreements for specific supplies, GSTIN of Vendor to be mentioned at scheduling stage. Where applicable, Vendor to provide GST compliant invoice containing all the particulars as per GST legislation and rules. Further, it could be stipulated that in the event that the Vendor fails to provide the invoice in the form and manner prescribed under the GST Act, 2017. AL shall not be liable to make any payment against such invoice. Vendor to issue credit notes/debit notes in the prescribed format for various contingencies like sales returns, price change, etc. and also report these credit notes/debit notes appropriatelyin his GST Returns. Advance paid, if any, will be inclusive of any GST levy. GST amount will be paid to the Vendor only once the said amount is reflected as credit in the GSTR-2B and on basis of the GST Compliance Score (#GRC#) of the Vendor, the Vendor has made payment of taxes to the Government Exchequer. However, if the aforesaid GST amount is not reflected in the GSTR-2B then the said GST amount shall not be released and paid to the Vendor unless the disputed GST amount has been resolved between the Parties and the vendor has paid such GST amount to the tax authorities respectively. Vendor shall be solely responsible and liable for non-payment of the said GST amount resulting to withholding of such amount by AL. In case there is any loss of credit oradditional liability and / or interest etc. arising due to non-compliance by the Vendor, the same shall be reimbursed by the Vendor to AL. In the event if AL is not able to avail the input tax credit of the GST charged by Vendor or is denied by the tax authorities due to any delay or default in payment of tax, non-filing of returns by the Vendor or due to deficiency in documents/ compliance of the Vendor for whatsoever reason, AL shall be entitled to recover such am

17.Warranty and Representation - The Vendor represents and warrants to AL that (i) this PO has been duly authorized, executed and delivered by the

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Vendor, (ii) it constitutes the legal, valid and binding obligation of the Vendor; (iii) it enforceable against the Vendor in accordance with its terms; (iv) the Goods comply with the requirements of this PO and applicable laws; (v) the Vendor will deliver to AL Goods with clear and marketable title to Goods, and upon delivery, all Goods shall be free and clear of any and all liens, claims, security interests, encumbrances and rights of third parties; (vi) It has the required facility, resources and infrastructure for smooth and uninterrupted business operation including without limitation such permits from competent authority under the applicable law; and (vii) Execution and acceptance of this PO does not conflict with or result in any material breach or violation of any of terms and conditions, or constitute a default under, any other agreement to which it is a Party or by which it design rights or registrations, trade secrets, confidential information, or similar intellectual property rights (collectively "IP Rights") of any third Party and at the time hereof there are no claims being asserted and no actions pending or threatened against Vendor by any third Party that the Goods allegedly infringe, violate or misappropriate third Party IP Rights.

18.Guarantee - Vendor hereby guarantees the quality, standard and performance of the Goods supplied by it, even after its utilization. In the event, if AL found such Goods defective after its utilization or application, Vendor shall be liable for all claims and damages arising out of it, even though at any stage and at any premises, samples of such Goods may have passed inspection and quality testing procedures. Notwithstanding anything contained in this Agreement or anything contained in any document between the Parties, if during the Guarantee/Warranty period the Goods do not work/function to the satisfaction of AL, the Vendor undertakes to replace the entire Goods/Materials/Machine as the case may be or else refund the amount paid if any in advance along with 12% interest per annum compounded annually calculated from the date of intimation of such non-performance/function till the actual payment is made.

19.Title and Risk - Except as otherwise provided in this PO, title to and ownership of the Goods shall transfer to AL and the Goods shall become the property of AL upon the first to occur of the following events: (a) when AL pays for the Goods or part thereof; or (b) when such Goods or part thereof are delivered to AL (including to an agent or freight forwarder nominated by AL); or (c) when Goods are delivered by the Vendor or Person nominated by the Vendor, on scanning & accounting of goods to the extent of Goods accounted in AL#s books of account. Upon transfer of title to the Goods, AL shall have absolute ownership and Good, marketable and free and clear of all liens, claims, security interests, pledges, charges, mortgages, deeds of trusts, options, or other encumbrances of any kind ("Liens"). The Goods shall be of the agreed quality, quantity, having precise workmanship, use fullness for the purpose for which they have been intended, free from any defects. The Vendor shall, at its sole risk and cost,either self-insure or purchase insurance for the Goods against the risk of loss of or damage to the Goods for the full replacement value of the Goods until delivery thereof to AL in accordance with the terms of this Contract.

20.Confidentiality - Any information of AL (the "Confidential Information") disclosed to the Vendor shall not, without the prior written consent of AL, be disclosed, used, copied, modified or transferred by the Vendor to any third Party. The Vendor may share the Confidential Information to its respective directors and officers (i) who have reason / need to know basis in connection with the supply and/or usage of the Goods under this PO and (ii) who are bound by a written obligation of confidentiality to the Vendor no less restrictive than the provisions of this PO only to the extent necessary for the purpose of performing its obligations under this PO and for no other purpose. The Vendor agrees to protect the Confidential Information with the same degreeof care that it uses to protect its own confidential information, but in all events will use at least a reasonable degree of care. The Vendor shall be solely responsible and liable for breach of obligation under this PO for and on behalf of directors, officers, workforce, consultant and employees. Upon notice by AL, the Vendor shall promptly return or destroy the Confidential Information as directed by AL and provide a written confirmation thereof to AL.

21.Intellectual Property Rights (IPR) - Vendor grants to AL a perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up right and license, with the right to use, copy, modify and prepare derivative works of the Vendor#s intellectual property incorporated in the Goods or any documents. Vendor shall execute necessary documents / agreement as required by AL for the said purpose including transfer / assignment of rights in favour of AL. Vendor shall not use AL#s IPR unless expressly permitted by AL in writing.

22.Compliance With Laws - Vendor shall comply with all applicable laws including but not limited to anti-money laundering, anti-corruption, labour, environment, industrial etc. (collectively "Laws"). Vendor has and will maintain (i) complete and accurateрecords in accordance with the Laws and (ii) compliance policies and procedures and internal control systems designed to prevent any violation of Laws. Vendor will provide for training of any persons acting on its behalf to prevent any violation of Laws.Vendor represents and warrants that any information provided by or on behalf of Vendor to AL is complete and accurate and shall certify and confirm the same in writing as and when required by AL that Vendor#s compliance with this clause on an annual basis and, to the extent legally permissible, will provide all information that AL reasonably requests in order to verify such compliance.

23.Indemnification - Vendor shall defend, indemnify, and hold harmless AL against any and all losses, injury, death, damage, liability, claim(s) including third party claims, action, judgment, interest, penalty, cost or expense (including reasonable attorney, professional fees and costs) and the cost of enforcing any right to indemnification hereunder ("Losses") arising out of or occurring in connection with Vendor's (i) performance of its obligations, terms of this PO, (ii) possession of the Good infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of AL or any third Party,(iii) bodily injury, death or damage property arising out of or relating to Vendor#s performance under this PO, (iv)Vendor's act, omission, negligence, wilful misconduct. Vendor shall not enter into any settlement without AL's or Indemnitee's prior written consent.

24.Limitation of Liability - Neither Party shall be liable for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of business, profit or revenue, or reputation and enterprises value under this PO. Theforgoing shall not apply to any breach of terms, obligation, warranty and misrepresentation made by Vendor under this PO. The maximum liability of AL is limited to either 2% of the basic value of PO or Rs.5,00,000 (Rupees Five Lakhs only) or at actuals whichever is lower.

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25.Insurance - Subject to point 4, wherever the Goods are agreed to be insured by AL, written advice regarding either R/R or L/R Number with date of dispatch, number of packages and approximate value should be sent to AL, as soon as possible prior to dispatch, to enable AL to take insurance cover. In absence of these details being received by AL within the reasonable time, AL shall not be obligated to take insurance and the Vendor will therefore be liable for any damage/destruction. The Vendor shall taketransit insurance and/or comprehensive insurance for the Goods in transit. The Vendor also agrees to take such workers' compensation insurance in compliance with the applicable laws of each jurisdiction affected by the Purchase Order. The Vendor shall pay all the premiums of such insurance policies in timely manner and shall not act in a manner, which is detrimental or prejudicial to PO of its insurance agreements or policies with such insurance companies, resulting in denial of insurance claim. However,upon AL's request, Vendor shall provide AL with a certificate of insurance evidencing the coverage specified in this PO.

26.Cancellation and Suspension - AL reserves the right to suspend (all or any part of the PO for such period of time as it deems fit) and/or cancel any unaccepted or accepted PO wholly or in part (any time) thereof due to any business exigencies or any other reasons which is beyond its control which may arise without any lability, cost, penalty or payment obligation of AL.

27.Termination - Notwithstanding anything contained to the contrary in any other provisions of this PO, AL may at any time upon prior written notice to the Vendor, terminate all or any part of the PO for convenience as AL may determine without any lability, cost, penalty or payment obligation of AL. The Vendor's sole and exclusive remedy due to such termination is payment for the Goods if delivered and accepted by AL prior to such termination. AL may, without prejudice to any other rights or remedies of AL in this PO at law or in equity, may also terminate this PO by a written notice of termination and without any lability whatsoever, including payment of due to the occurrence of any of the following events: (a) Vendor commences or is subject to any proceeding for relief from its creditors or bankruptcy, (b) Goods supplied are not as per specifications of AL, (c) Vendor commits any misrepresentation, fraud or wilful misconduct or breaches of any terms of this PO.

28.Risk Purchase: If the vendor fails to supply Goods within the delivery date mentioned in the PO or otherwise, then AL shall be entitled to terminate the PO and receive back the amount paid in advance if any from the Vendor within 15 days from the dateof the delivery as per the PO. If the payment is not made within the time as stated herein, the Vendor undertakes to pay the same with 12% interest per annum compounded annually till the actual payment is made. AL at its own discretion may source the Goods from alternate Vendor and the difference in cost, if any will be recovered from the vendor

29.Governing Law, Dispute Resolution and Jurisdiction - This PO shall be governed by laws of India. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention of 1980 # CISG) is expressly excluded herefrom. Any claims or differences if arisen to the interpretation or performance or breach of the PO (each a "Dispute") shall amicably resolve between the Parties. If Parties fail to resolve the Dispute, then either Party may refer such Disputeto the sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (ACA,1996). The seat and venue of arbitration shall be Ahmedabad. Arbitration proceedings shall be conducted in the English language and in accordance with the provisions of ACA, 1996 and rules (as amended). Costs and expenses of the Arbitration, including, without limitation, the fees of the Arbitrator, and administrative expenses, shall be paid equally by each Party to the Dispute. Each Party shall pay its own expenses and fees, disbursements and other charges of its counsel. Parties unconditionally agrees that the courts of Ahmedabad shall have exclusive jurisdiction in relation to this PO.

30.Force Majeure:-Any delay or failure of either party to perform its obligations shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the non performing party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, natural disasters, wars and sabotage. Written notice of such delay, including the anticipated duration of the delay, must be given by the nonperforming party within ten (10) days ofthe event. During the period of any delay or failure to perform by Seller, Buyer, at its option, may purchase Goods from other sources and reduce its schedules to Seller by such quantities, without liability to Buyer, or cause Seller to provide the Goodsfrom other sources in quantities and at times requested by Buyer and at the price set forth in this Agreement. If requested by Buyer, Seller shall, within five (5) days of such request, provide adequate assurance that the delay will not exceed such period of time as Buyer deems appropriate. If the delay lasts more than the time period specified by Buyer, or Seller does not provide adequate assurance that the delay will cease within such time period, Buyer may, among its other remedies, immediately cancelthis Agreement without liability.

31.Hazardous Materials:-If Goods or services provided by Seller under this Agreement involve handling, clean-up, treatment, storage and/or disposal of hazardous substances including, but not limited to, hazardous materials or hazardous waste, Seller shall only assign individuals to handle any such hazardous substances who meet the current training requirements for Hazardous Waste Operations and Emergency Response Standard (HAZWOPER), as required by the Occupational Safety and Health Administration.

32.Anti-Corruption/Code of Conduct- In connection with the Vendor#s 's provision of Goods and/or services under this Purchase Order, Vendor represents, warrants and covenants that it and its associated persons have conducted, and will at all times conduct, its and their respective businesses in a manner consistent with and adheres to the AL#s Supplier Code of Conduct: (https://www.arvind.com/sites/default/files/field_policy_file/Supplier%20Code%20of%20Conduct_V2.pdf) and Ethics ava Whistle-blower Helpline (Toll Free): 1800 200 8301 ; arvind@ethicshelpline.in and Whistle-blower portal (www.in.kpmg.com/ethicshelpline/arvind/). Without limiting the generality of the foregoing, no payment or other transfer of anything of value, including without limitationthe provision of any funds, services, gifts or entertainment has been made or will be made directly or indirectly to any person or entity for the purpose of obtaining or influencing the award of this Purchase Order or for any improper advantage or improper purpose in connection with any business transactions involving AL.

33.PO Form - AL will not be liable in respect of any purported orders not given or confirmed representative of the Company.

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34.Binding decision # Al#s decision in respect of the quantity, quality and compliance of the
35.Acknowledgment- The acceptance of every PO may be communicated by the vendor to AL
36.Subcontracts and Assignments- Vendor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of or any right, title, obligation or interest it may have therein to any third party without prior written approval of AL. The Vendor acknowledges that AL is not liable to any subcontractor or assignee of the Vendor and shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this PO as if the performance rendered was rendered by the Vendor. Vendor shall give all required notices, and comply with all applicable laws for performance of the work. AL shall not be responsible for monitoring Vendor#s compliance, or that of Vendor#s subcontractors, with any/applicablelaws..
37.Audit Rights And Investigation - AL shall have the right, either on its own or by engaging a third- determine Vendor#s identified, the Vendor shall promptly cure such non-compliance in the timely manner as prescribed by AL. It is expressly agreed by the Vendor that this right of Arvind shall extend for a period of five (5) years post expiration / termination of this PO.
38.Set-off - Notwithstanding anything contained herein, AL may deduct from or set-off against any amounts that may be payable companies, subsidiary companies or its with Vendor (including its authorised third parties) including
39.Change - AL may, at any time, by written notice to the Vendor signed by the AL#s authorized representative (#Change Notice#) direct changes to this PO (#Change#), including changes in any one or more of the following: (i) scope of supply / services; (ii) any other terms . Upon receipt of the Change Notice, if no equitable adjustment is required, then the Vendor shall diligently implement and perform the Change to meet all the performance obligations, as mentioned in this PO. However, if the Vendor believes that it is entitled to an equitable adjustment then the Vendor shall assert its claim for an adjustment for any Change under this clause within ten (10) days from the date of the Vendor#s receipt of the Change Notice, accompanied by all supporting documents (including calculations) evidencing its claim. The Vendor shall not suspend or delay performance its obligation under this PO during the negotiation and settlement of any Change. In the event of a Dispute in relation to the validity or interpretation of a Change Notice or if Parties cannot agree on the terms of the Change, then AL shall have the right to direct the Vendor to implement such Change and the Vendor shall be bound to implement such Change notwithstanding any such Dispute.
40.Entire Agreement - PO constitutes the entire agreement between the Parties and any amendment to this PO will be in writing and not otherwise. Notwithstanding anything contained in any document in connection with or related to the transaction covered in this PO, it is hereby expressly agreed between the Parties that if there is any discrepancy, inconsistency, ambiguity or conflict within or between the terms of the PO and any part of annexure(s) / documents referred in the PO including but not limited to any orders, invoice, delivery challan, good(s) receipt note, acknowledgement or any document issued by the Vendor, the terms of this PO shall prevail.
41.Arvind Limited#s peripheral IT systems may require to interface with supplier#s machinery. Machine should provide / allow to fetch attached data on real-time basis to Arvind#s IT systems and should be capable to accept certain parameters as an automated input. All Machine OEM should provide their IT prerequisites (e.g. Software License, Server, Storage, Backup & Network requirements) in advance to Arvind Limited.
42.MSME Vendor must clearly mention in their respective Quotation, Invoices the MSME Number and Type, Incase they do not mention than accountability lies with suppliers and not company.
43.Agency/Labour contractors/service providers#must follow all Safety & Security norms / SOP of the company, and Solely Responsible for their employee's health, safety, welfare - as per the provision of industrial & labour Laws Incl. all financial aspects of the same.

SIGNED SEALED AND DELIVERED
By the Vendor

Mr.
For

Authority Letter/Board Resolution authorizing
Mr._____to be attached.)