



Orchid (Block E), Ground Floor, Embassy Lane, Marathahalli-Sutrapur Ring Road Bangalore-560103

GSTIN: 27AAACX1645B1ZO	PO type:ZXZ3 - Admin SERVICE	To State: Maharashtra
Currency:INR	PO No: 4538134707	From State:Maharashtra
Order date:2024-09-06		

Vendor: Aeon Airconditioning Solutions
Address: OFFICE NO 109, DEVA SOMMER BAPLE COMPLEX, KARF WASBOWA, SHERBUTU PARK, THANE
Contract Person: MOHAMMED ASIM 02812126896

[illegible]

TOTAL AMOUNT INCL	6.31	579	:00
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Buyer: Xiaomi Technology Ltd India
Signature & Seal:
Date:





Xiaomi Technology Pvt. Ltd.

Orchid (Block E), Ground Floor, Embassy Road, Marathahalli - Sarajpuri, Bangalore - 560103

PURCHASE ORDER

GSTIN: 27AAACX1645B1ZO PO type: ZXZ3 - Admin SERVICE To State: Maharashtra
Currency: INR PO No: 4538134707 From State: Maharashtra
Order date: 2024-09-06

ISSUE TO:

Vendor: Aeon Airconditioning SOLUTIONS
Address: OFFICE NO 109, DEVA SIRMEE BOPALE COMPLEX, WASHAWANSTHERU, DAIKRY, THANE
Contract Person: MOHAMMED ASIM 2812812812

*All the following terms are subject to the contract that agreed by the buyer and seller:

1. Services: Installation of AC
2. Payment Terms: Payable within 15 days since invoice date
3. Inclusions: Services shall include all activities that are customary part of services or are required for proper performance of services. All Services by the Service Provider shall be provided using the employees and resources, unless otherwise agreed by the parties.
4. Acceptance: Services shall be accepted within five (5) days of receipt or rejection of the Purchase Order. In the event the Service Provider fails to accept or reject a Purchase Order within the aforementioned time, such Purchase Order shall be deemed to have been accepted by the Service Provider, who shall be bound by the terms and conditions of the Purchase Order.
5. Cancellation/Modification: Xiaomi requests cancellation/modification of all orders. Xiaomi shall be liable to pay only for the miles and complete the order to the satisfaction of Xiaomi.
6. Removal/ Replacement: The Service Provider shall have the right to remove or replace any defective or damaged as part of the Services that do not adhere to specifications in the Purchase Order, or have the right to display a notice which Xiaomi in its sole discretion considers desirable or inappropriate. Provider shall be responsible for the cost of the replacement to Xiaomi.
7. Prior Approval: The Provider shall ensure that all deliverables, materials, including the services, shall be submitted to Xiaomi's approval prior to any public media or forum, and that the material and content shall be approved by Xiaomi.
8. Liquidated Damages: In the event of failure to deliver the Services or materials within the time period in this Purchase Order, the Provider shall be liable to pay to Xiaomi a liquidated damage of one percent (1%) of the value of this Purchase Order for each day of delay. In the event the delivery is delayed by two (2) weeks from the delivery date, the Provider shall be entitled to this Purchase Order with immediate effect with a penalty, monetary or otherwise towards the Provider.
9. Invoice: Service Provider shall issue invoice on a monthly basis in accordance with the milestones in the Purchase Order.
10. Intellectual Property: The Provider acknowledges that all copyright, trademark, and/or other intellectual property ("IP Rights") in and to the materials provided by the Service Provider are the property of the Provider. The Provider shall be the sole proprietor of the Service Provider's personnel is not entitled, by implication or otherwise, to any title or for any IP Rights belonging to the Provider except in accordance with the express written permission of Xiaomi.
11. Confidentiality: The Provider shall keep confidential all information relating to the Purchase Order or any other matter pertaining to the Provider and not disclose the same to any third party.
12. Indemnity: The Provider shall indemnify Xiaomi for (i) of its obligations under; (ii) willful misconduct, gross negligence and fraud; (iii) violation of applicable laws; (iv) personal injury or loss to third parties directly attributable to the Service Provider.
13. Liability: Except to the extent of applicable law, the Provider shall be liable for (i) willful misconduct, gross negligence, fraud, (v) personal injury or loss to third parties, and (vi) breach of intellectual property rights, a total liability will be limited to direct damages and will not, in the aggregate, exceed the consideration for the Services set out in the applicable Purchase Order.

Notwithstanding anything to the contrary herein or otherwise, the Provider shall be liable to the Provider for loss of any confidential or consequential damage which may be suffered by the Provider in connection with this Purchase Order.

14. Termination: Xiaomi may terminate this Purchase Order at any time upon providing written notice to the Provider.
15. Breach/Force Majeure: The Provider shall be liable to terminate this Purchase Order with immediate effect in the event of a breach of the Service Provider or where a party's performance is affected by force majeure.
16. Governing Law: This Purchase Order shall be governed by the laws of India.
17. Dispute Resolution: All disputes regarding this Purchase Order shall be subject to the exclusive jurisdiction of the courts at Bangalore.

Buyer: Xiaomi Technology India
Signature & Seal:
Date:

