Order

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Please quote this Order Number for all future correspondences.

Ordering Firm
DHL Express (India) Pvt Ltd.
8th F,Unit-801-A,Silver Utopia
Cardinal Gracias Road,
400099 Mumbai Maharashtra
INDIA

Delivery Address
DHL Express India Pvt. Ltd
Shop 3, Laxman Niwas, Dr Ambedkar Road,
Parel
Near Mega Mart,
400012 Mumbai
INDIA

GSTIN: 27AABCD3611Q1ZI

Supplier
AEON AIRCONDITIONING SOLUTIONS
OFFICE NO 109.
D R. W. SAWANT ROAD
400601 THANE
INDIA
Tel.: 9820580008
E-Mail: cce.ka@aeonacsolutions.com
GSTIN: 27AYYPS2229K1ZK

Invoice Address
Kindly invoice at respective delivery address with correct DHL GSTIN number, which is based on the respective STATE.

Supplier No.	Order Date	Revised at
523816	08-09-2026	08-09-2026 10:56:39

Terms of Payment
Within 30 days Due net

Requisitioner
Komal Manjrekar
Tel.: 8104359513
Mail: komal.manjrekar1@dhl.com

Terms of Delivery
DDP : INDIA

Buyer
Procurement Help IN
E-mail: procurement_help_in@dhl.com
Tel: 8004402456

Notes to Vendor

Invoice will be accepted and paid only when issued from same vendor to whom PO is issued. GSTIN on PO must match with GSTIN on invoice.
Please quote DHL`s PO Number on all Delivery Orders and Invoices. Copies of DHL`s PO must be attached to all Invoices. Failure to do so might result in delayed payments. A copy of DHL's General Purchasing Conditions and Supplier Code of Conduct can be obtained from http://www.dhl.co.in/en/express/resource_center/purchase_terms_conditions.html.
As discussed and mutually agreed by both parties DHL shall request for " No dues certificate/Balance confirmation" (NDC/BC) every Half year of the ongoing financial year from the vendor by sending an e-mail to the e-mail ID that the vendor has provided to DHL which is also registered in DHL vendor master data. It may be noted that DHL shall seek and Vendor shall be duty bound to provide the NDC/BCD in writing, within a stipulated time of 10 days as per below calendar, failing which, DHL shall not be bound to make payment of any outstanding dues until the receipt of NDC/BC. This shall not be construed as default of payment by DHL.
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No Due Certificate/Balance Confirmation Calendar:
1st Half year: 1st April to 30th September, NDC/BC submission from vendor to DHL by 10th October
2nd Half Year: 1st October to 31st March, NDC/BC submission from vendor to DHL by 10th April

Position	Article Description	Delivery Date	Quantity	Unit	Unit Price	Total	GST/VAT Currency

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Position	Article	Delivery Date	Quantity	Unit	Unit Price	Total	GST/VAT	Currency
1		07-09-2026	1	EA	10,920.00	10,920.00	0.00	INR

AC Installation work for PRO SVP

Comments:
AC Installation work for PRO SVP

Cost Center: 9101763030

Delivery Address:
Dhl Express India Pvt Ltd 'Shop 3, Laxman Niwas
Dr Ambedkar Road, Oppo Railway Ground
Parel
Next To Belgian Waffle
Mumbai
Maharashtra
400012

Site contact name & No: Naveenkumar Pandey- 9819382398

GST Extra applicable as
Quotation attached FYI.

Total Net	10,920.00 INR
GST/VAT	0.00 INR
Grand Total	10,920.00 INR
	10,920.00 INR
Total Net	

Purchase Order Terms and Conditions for Goods and Services

1 (Purchase Order) These terms and conditions apply to each Purchase Order issued by DHL.
2 (Acceptance by the Supplier) Upon the Supplier's acceptance of the Purchase Order (whether in writing, by conduct or by implication), the Supplier agrees to these terms and conditions.
3 (Purchase Order Cancellation) DHL may without incurring any liability to the Supplier amend or cancel the Purchase Order no later than thirty (30) days before the scheduled delivery date specified in the Purchase Order by notifying the Supplier of the required amendments or cancellation.
4 (Global Master Agreement) In the event there is a global master or framework, regional or local agreement between the parties or their holding companies covering the same Services or Goods, the parties agree that such agreement shall prevail and supersede these terms and conditions.
SUPPLY OF GOOD(S)
5 (Supply of Goods) The Supplier shall supply the Goods pursuant to the Purchase Order and carry out any installation work (if applicable) in a proper and workmanlike manner to the satisfaction of DHL and in accordance with these terms and conditions. Time is of the essence for the delivery of Goods (including rental items).
6 (Delivery of Goods) The Goods shall be delivered on the date, time and at the place stated in the Purchase Order, and in accordance with the instructions specified therein. If it is apparent that the delivery date will not be met, then without prejudice to DHL's other rights or remedies, the Supplier must immediately notify DHL in writing and take all necessary corrective action that DHL may direct at the Supplier's cost. Acceptance of late delivery does not tantamount to waiver of DHL's rights to claim for any damages or contractual penalties available to DHL under these terms and conditions, at law, in contract or in equity.
7 (Specifications) The Goods must conform in all respects with the specifications and other requirements or descriptions specified by DHL or as described in the Purchase Order. Where samples are provided, all Goods must be of sound material, workmanship and design, and shall be equal in all respects to such samples, or patterns provided to or accepted by DHL.
8 (Quality) All of the Goods must pass any acceptance tests and signed off by DHL. DHL shall be entitled to reject all Goods which do not conform completely in every respect with the Specifications. If by nature of the Goods, any defects would not become apparent (despite the carrying out of any examination and/or such tests) until after use, DHL may reject the Goods even after a reasonable period of use.
9 (Rejection) Goods rejected may at DHL's request be replaced by the Supplier at the Supplier's risk and expense; alternatively DHL may elect (at its option) to cancel the Purchase Order in respect of the Goods in question and return the rejected Goods to the Supplier at Supplier's risk and expense. Upon such cancellation, Supplier shall forthwith refund to DHL the Purchase Price that has been paid in advance (if any) to the Supplier.
10 (Delivery Notes etc.) DHL's signature, given on any delivery note, or other documentation, presented for signature in connection with delivery of the Goods, is evidence only of the number of packages received. DHL shall not be deemed to have accepted the Goods until it has stated in writing that the Goods have passed any acceptance tests. Where Goods are delivered in instalments with the prior written consent of DHL, such Goods may be invoiced and paid for in instalments after receipt.
11 (Compliance with Law etc.) The Supplier will ensure the Goods comply with all applicable laws then in force when the Goods are delivered including all requirements relating to the manufacture, labelling, packaging, storage, handling, delivery, installation and commissioning of the Goods.
12 (Title and Risk) Risk of loss or damage to the Goods shall pass to DHL upon acceptance by DHL of the Goods. Title to the Goods shall pass to DHL upon payment of the Purchase Price for such Goods. Such passing of title and risk shall be without prejudice to any right of rejection DHL may have under these terms and conditions.
13 (Intellectual Property Rights) The Supplier warrants that neither the sale nor the use of the Goods will infringe intellectual property rights of any third parties. The Supplier indemnifies DHL from and against all Liabilities, including without limitation legal costs, resulting from any actual or alleged infringement as aforesaid, and at its own expense will defend or (at DHL's option) assist in the defense of any proceedings which may be brought against DHL by any third party resulting from the use the Goods.
14 (Goods Free From Third Party Rights) The Supplier shall sell the Goods to DHL with full title guarantee and free from any encumbrances and third party rights.
15 (Warranty For Defects) The Supplier warrants that the Goods are free from defects for a period of 12 months from acceptance of the Goods or such period (if any) as specified in the Purchase Order ("Warranty Period"). During the Warranty Period, the Supplier shall promptly repair or replace the defective Goods without additional cost to DHL failing which the Supplier shall forthwith refund the Purchase Price paid for such defective Goods. Defective Goods may, at the request of Supplier, be returned to the Supplier with the risk and costs to be borne by the Supplier. If the Supplier is a reseller, the Supplier shall ensure all warranties and support for the Goods from the owner/manufacturer of the Goods flow through to DHL and the Supplier will assist DHL in enforcing the same against such owner/manufacturer.
16 (IoT Devices) The Supplier will use and otherwise process DHL Data and/or personal data only: (a) to provide DHL the contractual services or goods in accordance with DHL's instructions; (b) as described in any controller to processor agreement ("CPA"); and/or (c) as required by the applicable law. "DHL Data" means all data or records of whatever nature and in whatever form relating to the business, employees, customers or otherwise relating to the business of DHL, created processed or provided to Supplier in the course of provision of Services or Goods. As between the parties, DHL retains all right, title and interest in and to DHL Data and the Supplier shall not use or reproduce the same for any other purpose in any manner without the prior written consent of DHL.
17 (Software) If the purchase relates to Software, the parties agree to comply with any end user licensed agreement ("EULA") executed between the parties (or with the reseller) relating to such software. For the avoidance of doubt, "Software" in this clause shall mean software not embedded with any hardware or IoT Devices or is purchased separately, and also does not include software as a services or SAAS.
SUPPLY OF SERVICE(S)
18 (Service Standards) The Supplier warrants and represents on a continuing basis that the Supplier shall, at all times perform the Services:
(a) in full compliance with any relevant and applicable law including but not limited to having obtained all necessary permits and licenses required for the performance of Services;
(b) with all due care, skill and diligence;
(c) in full compliance with these terms and conditions including any service levels or key performance indicators specified by DHL;
(d) in full compliance with DHL policies or procedures, including without limitation the health and safety rules when in the premises of DHL, which shall be notified by DHL to the Supplier from time to time;
(e) in full compliance with DPDHL Supplier Code of Conduct and Information Security Code of Practice for Partners as signed by the Supplier at DHL vendor registration stage; and
(f) putting in place all necessary measures to avoid introduction of any virus, malicious code, malware or security vulnerabilities to DHL IT system and network.
19 (Qualitative Defects in Service) If the Service is not rendered to the satisfaction of DHL or not in compliance with the requirements of DHL, the Supplier shall be required to re-perform the said Service within a reasonable period without additional cost to DHL failing which DHL may terminate the affected Service with full refund if Service Fee has been paid or shall not be required to pay for the affected Service.
GENERAL
20 (Remedies for Breach of Warranties) In respect of any breach by the Supplier of any of the warranties or representations specified in these terms and conditions, the Supplier must promptly on DHL's demand and at the Supplier's sole cost take all actions (including execution of any documents) considered necessary or appropriate by DHL to remedy the breach to DHL's satisfaction. Nothing in this provision limits any other rights or remedies that DHL may have under these terms and conditions, at law or in equity in respect of such breach by the Supplier.
21 (Set-off) Any sum of money that is recoverable from or payable by the Supplier to DHL under these terms and conditions shall be deducted from any sum then due and owing to the Supplier under any other Purchase Order placed or entered into by DHL with the Supplier.
22 (Withholding Tax) If DHL is required by law to withhold and remit tax relating to the Goods or Services to the relevant authority, DHL shall be entitled to reduce the payments by the amount of such tax and furnish to the Supplier a tax certificate or other acceptable evidence of payment of such tax.
23 (Pricing Inclusive of Taxes) Unless expressly specified otherwise in writing, any prices or amounts specified in or quoted or invoiced pursuant to the Purchase Order are inclusive of all taxes, duties, and any other levies whatsoever imposed by the authority in connection with the supply of Goods or provision of Services.
24 (Invoicing) The Supplier must provide DHL with a tax invoice in respect of the Goods and/or the Services using e-billing system of DHL where required. Each tax invoice must specify the Goods and/or the Services supplied, the Purchase Price/Service Fees and the applicable taxes payable in respect of the Goods and/or the Services. All tax invoices must be submitted to DHL within 180 days from the date the Supplier is first entitled to invoice for the Goods supplied or Services performed. The Supplier irrevocably waives the right to payment of any such sums not invoiced within this period.
25 (Payment Terms) DHL will pay the Supplier undisputed invoices within 60 days of the date of receipt of the accurate tax invoice. In the event the Supplier/Service Provider is qualified or gets qualified during the term of this PO as a micro, small or medium enterprise as defined under the Micro, Small and Medium Enterprises Development Act, 2006 ("MSME Act"),then subject to submission of valid required documentation by the Supplier/Service Provider, DHL shall pay the Supplier/Service Provider all undisputed invoices within forty five (45) days from receipt of accurate tax invoice, subject to the declaration and in conjunction with Clause 26 below.
26 (Disputed Invoices) Any disputed invoices shall be referred to the dispute resolution procedures provided below. The Supplier shall continue to supply the Goods and/or perform the Services notwithstanding the existence of a dispute in relation to a tax invoice.
27 (Indemnity - Supplier) The Supplier indemnifies, and will keep indemnified, DHL from any and all Liabilities, which may be brought or made against DHL, its agents, officers, employees or sub-contractors for any reason arising directly from any breach by the Supplier of any term of these terms and conditions including, without limitation, any claim for damages for breach of agreement or negligence (including a claim for breach of agreement or negligence by third parties), manufacturing defect of Goods, death or injury to any person, damage to property of any person and any claim for trade practices and product liability.
28 (Supplier's Personnel) The Supplier shall at all times remain fully responsible and liable for the acts and omissions of the Supplier's Personnel. Any act or omission on the part of the Supplier's
Personnel shall be deemed to constitute a breach by the Supplier of its obligations under these terms and conditions.
29 (Limitation of Liability) Neither party limits its liability in respect of (a) fraud or fraudulent misrepresentation; (b) death of, or personal injury to, any person caused by negligence; (c) anything else which cannot be excluded or limited by applicable law where the Goods are supplied or Services performed. The Supplier does not limit its liability in respect of (a) any losses caused by the Supplier's wilful misconduct, gross negligence or intentional default; (b) any indemnity given to DHL under these terms and conditions; and (c) causes of action brought under Confidentiality, Intellectual Property and Data Protection provisions hereunder. Neither party shall be liable to the other party for any indirect or consequential loss or damage including but not limited to loss of business, loss of profit, or loss of opportunity.
30 (Liability – DHL) To the extent permitted by law, DHL excludes any and all liability of any kind whatsoever arising under or in connection with the Purchase Order. Where the application of law prevents exclusion of liability by DHL, DHL's liability in any circumstances whatsoever including negligence shall be limited to the total amount paid by DHL for the relevant Goods or Services for the last 12 months.
31 (Force Majeure) Neither party shall be liable for a delay or failure in performing its obligations if the delay or failure resulted from circumstances beyond the reasonable control of either party such as act of God, earthquake, flood, fire, explosion, power blackout, embargoes, governmental restrictions, riot, terrorist attack, war or other military action, civil disorder, rebellion and vandalism but excluding any consequence of such event that could have been avoided by the Supplier by implementing its business continuity plan.
32 (Termination for Convenience) DHL may terminate the provision of the Services for convenience at any time by giving the Supplier no less than 30 days' notice in writing. Upon such termination, DHL shall pay to the Supplier the Service Fees in respect of Services performed up to the effective date of termination.
33 (Termination for Breach) Either party (the "Terminating Party") may terminate the Purchase Order immediately upon written notice to the other party (the "Breaching Party") if:
(a) the Breaching Party commits any breach of these terms and conditions which is incapable of remedy;
(b) the Breaching Party commits any breach of these terms and conditions which is capable of remedy but has not been remedied within fourteen (14) days by the Breaching Party after receiving written notice from the Terminating Party specifying the breach and requiring its remedy; or
(c) the Breaching Party becomes insolvent or bankrupt or enters into or otherwise becomes subject to any form of external administration whatsoever; or
(d) (in case the Breaching Party being the Supplier) the Supplier or its subcontractors employ person(s) for the purpose of contract performance, who are not in possession of a valid work or employment permit or pass as required by the authorities or applicable law, or
(e) the period of a force majeure event has lasted longer than thirty (30) days.
34 (Confidentiality and Intellectual Property) The Supplier must strictly observe and protect the confidentiality of DHL's Confidential Information and must not without DHL's prior written permission:
(a) use that Confidential Information for any purpose whatsoever except for the direct purpose of discharging the Supplier's obligations under the Purchase Order; or
(b) disclose that Confidential Information to any third parties.
Further, the Supplier must not use any trademarks, brands, or other intellectual property belonging to DHL or DHL's Affiliates at any time or in any way without DHL's prior written approval.
This provision as it applies to Confidential Information, trademarks, brands, or other intellectual property belonging to DHL or DHL's Affiliates shall survive indefinitely at DHL's absolute discretion.
35 (Dispute Resolution) If any dispute arises under or in connection with the Purchase Order and these terms and conditions, the parties shall endeavor to resolve the dispute promptly by negotiation in good faith. If the parties cannot resolve the dispute at the management level, the parties shall then refer the dispute to the court of competent in the jurisdiction where the Goods or Services are supplied.
36 (Severability) Any provision or part of provision of these terms and conditions which is held by a court of competent jurisdiction to be unenforceable for any reason whatsoever shall be severed and the remaining provisions or parts of provisions of these terms and conditions shall remain in full force and effect notwithstanding such severance.
37 (Entire Agreement) These terms and conditions constitute the entire agreement and understanding between the parties in relation to the Purchase Order and supersedes all previous negotiations, agreements, understandings, representations and commitments in respect of its subject matter. For the avoidance of doubt, the Supplier's standard terms and conditions shall not form part of the Purchase Order, even if DHL does not explicitly object to them before, during and after the conclusion of the Purchase Order.
38 (Data Protection) If the performance of the obligations pursuant to the Purchase Order involves processing by the Supplier of any personal data, the Supplier shall comply with the data protection legislation applicable to its performance and where applicable, the General Data Protection Regulation (EU 2016/679). Without prejudice to the foregoing, the Supplier shall implement such security measures, policies and procedures to ensure compliance with the applicable data protection legislation.
39 (Further Documents) If required by the applicable laws including EU GDPR, the Supplier agrees to execute additional document(s) including CPA to comply with the same. Further, if the Supplier is required to access DHL network or IT system, the Supplier agrees to execute the network access agreement to be provided by DHL.
40 (Export Control and Sanctions) Supplier shall ensure compliance with all applicable export control and sanctions laws and regulations ("Laws and Regulations"). In particular, Supplier warrants that:
(a) neither the Supplier nor its holding, subsidiary, associate or affiliated company, agents, vendors and/or other third parties directly contracted by the Supplier for the delivery of Goods and/or Services are listed on any applicable sanctions list as a denied party;
(b) Supplier has obtained all necessary permits, and licenses required for the delivery of Services and/or Goods to its destination and the use of the Services and/or Goods in the contract territory; and
(c) it has informed DHL and will inform DHL promptly in writing as far as the Services and/or Goods are or become subject to applicable restrictions related to their import, re-/export, transit or transfer.
The Supplier shall provide DHL with all information, including permits and licenses that are required by any applicable Laws and Regulations in order to allow DHL and its clients the lawful and contractually agreed use of the Services and/or Goods in any country and territory as required by DHL. In the case of a breach of the obligations set forth in this clause, the Supplier shall indemnify and hold DHL harmless from any claims, penalties and fees that arise or result from such breach.
41 (Governing Law and Jurisdiction) The Purchase Order and these terms and conditions shall be governed by the laws of the country/territory/region (as the case may be) where Goods and/or Services are ordered or purchased and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that country/territory/region (as the case may be).
42 (Definitions) When used in these terms and conditions, the following capitalised words and expressions have the meanings ascribed to them in this provision:
(a) "Affiliates" in relation to a party includes that party's related bodies corporate, related entities, holding companies, ultimate holding company, subsidiaries, and in relation to DHL includes any and all members of the DHL or Deutsche Post AG group of companies;
(b) "Confidential Information" means any information of any kind whatsoever, whether or not recorded in material form or otherwise, relating in any way to the business, activities, affairs, customers, products, or services of DHL, including operations, processes, budgets, pricing policies, strategies, trade secrets and know-how and any such information that is by its nature confidential to DHL or is designated by DHL at the time of disclosure as being confidential, but excludes information which: (a) was already in the public domain at the time of disclosure by DHL; (b) was acquired or developed by the Supplier independently without any breach of these terms and conditions; or (c) is ordered by a court of competent jurisdiction to be disclosed;
(c) "Goods" means the goods specified in the Purchase Order including IoT Devices (as defined below) but excluding Software (as defined in clause 17) where applicable;
(d) "IoT Device(s)" "means a computing device with embedded software and sensors that collects and transmits pre-defined data over a wireless network or the internet;
(e) "Liability" includes any loss, damage, injury, expense, cost, outgoing, claim, demand, proceeding, obligation or any other form of liability or burdensome commitment of any kind whatsoever;
(f) "Personnel" in relation to a party includes that party's officers, employees, agents, partners, representatives, joint venturers, contractors and sub-contractors;
(g) "Purchase Order" means the purchase order attached to these terms and conditions;
(h) "Purchase Price" means the charges to be paid to the Supplier by DHL for the Goods, as specified in the Purchase Order;
(i) "Services" means the services specified in the Purchase Order; and
(j) "Service Fees" means the fees and charges to be paid to the Supplier by DHL for the Services, as specified in the Purchase Order.