

# **Purchase order copy**

SUPPLIER

Daikin Airconditioning India Pvt Ltd Limited

GSTIN: 27AABCD0971F1ZW PAN: AABCD0971F STATE NAME & CODE: MAHARASHTRA | 27

OFFICE

C-403, 4th Floor, Corporate Avenue,, Andheri Ghatkopar Link Road, Chakala, Andheri East mumbai suburban, mumbai suburban - 400093

IND

CONTACT **⊅** 

INVOICE TO

Hella Infra Market Pvt. Ltd.

GSTIN: 27AAGCB8087R1ZP PAN: AAGCB8087R STATE NAME & CODE: MAHARASHTRA | 27

ADDRESS

C/o. KGI realty Pvt Ltd (Kohinoor), Kalyan Sape road, Bapgoan village , Bhiwandi, Taluka thane thane, thane - 421311

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CONTACT

**⊙** 

**DISPATCH TO** 

Hella Infra Market Pvt. Ltd.

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CONTACT

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PO NO

HMPO-000022601

EXPECTED DELIVERY DATE

22-02-2024

PO DATE PO EXPIRY DATE

22-02-2024 31-05-2024 SUPPLIER REFERENCE / ORDER NO

SL No. DESCRIPTION OF GOODS & SERVICES ADDITIONAL PRODUCT HSN/SAC **GST** (%) QUANTITY RATE (₹) AMOUNT(₹) DISCOUNT (₹) NET AMOUNT (₹) DESCRIPTION (UNIT PRICE) 1.5 TR SPLIT AC 84151010 28.00% 2.00 29.100.00 58200 58,200,00 Nos. IM10113507 SER

58200

₹ 74496

Additional Discount (If any)

**NET AMOUNT** 58200

I - Tax Breakup						
HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
84151010	58,200.00	14.00%	8,148.00	14.00%	8,148.00	16,296.00
	58200		8148		8148	16296

Taxable Amount	58200	
CGST	(+) 8148	
SGST	(+) 8148	
Total PO Value	74496	
TCS (Where Applicable)		

Roundoff

**Total Amount** 

0.00

Seventy Four Thousand Four Hundred Ninety SixRupeesOnly

Excise Duty: Not Applicable

#### **TERMS**

- · Logistics Cost Inclusive
- Payment Terms On Invoice 100 % Advance with PO
- Warranty Conditions 18 months from the date of Installation. Compressor warranty 9 years from the date of installation & PCB 4 years

## REMARKS

Delivery Within 3 to 5 days

NOTE

Please quote P.O. Number on all correspondence, invoice, challan etc

Please supply the materials / services as specified in this order subject to terms & conditions mentioned herein

### **TERMS & CONDITIONS**

1. Definitions: The words as below mentioned in the Work Order stands for: "Buyer/Owner/Client" means the 'M/s. Hella Infra Market Private Limited "Contract/Work Order" means Buyer's Work Order/Rate Contract Order to which these Terms are annexed for the services of Goods. "Delivery Address/Destination Station" means the place address for delivery of goods as stated in the Order; "Goods" means goods (including any instalment of the goods of any part of them) described in an Order; "Intellectual Property Rights" shall include but not be limited to design rights, patents, know-how, registered designs, copyright, trademarks/names, moral rights, utility models and all similar or analogous rights in any part of the world "Price" means the price of Goods and/or Supply in respect of an Order "Seller/Supplier/Vendor" means the person to whom this Order is addressed at Vendor's details in the Order

FOR Hella Infra Market Pvt. Ltd.

**VENDOR'S SIGNATURE & SEAL** 

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY



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22-02-2024

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- 2. Basis of Work: This Order is only open for acceptance on these terms and constitutes an offer by the Buyer for the services subject to these terms. These terms shall apply to Order to the exclusion of any other terms on which any Quotation has been given to the Buyer by the Seller. No variation to Order or these terms shall be binding unless agreed in writing and signed by and between the Authorized Representative of the Buyer and the Seller. In case of conflict between the Terms and the Order, the latter shall prevail.
- 3. Specifications: The quantity, quality and description of Goods shall, subject as provided in these terms, be as specified in the Order and/or in any applicable specification supplied by the Buyer to the Seller or agreed in writing by the Buyer. The Buyer shall not be bound to accept delivery of Goods in excess or below the number of those subject to an Order or Contract and may at its sole unfettered option accept part delivery of Goods whilst treating the failure to supply the balance subject to a contract as a breach of that contract. The Seller shall not unreasonably refuse any request by the buyer to option accept part delivery of Goods during manufacture, processing, or support and the support of a contract as a breath of that contract. The celler is that into direct part of the celler or any Third Party prior to dispatch, and the Seller is shall provide the Buyer with all facilities reasonably required for inspection and testing. If as a result of inspection or testing, the Buyer is not satisfied with the quantity & quality of Goods in all respects according to Contract, and the Buyer so informs the Seller in 30 Days of inspection or testing, the Seller shall provide the Buyer is not satisfied with the quantity & quality of Goods in all respects according to Contract, and the Buyer so informs the Seller in 30 Days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance. Goods shall be marked and packaged in accordance with the Buyer's instructions and any applicable regulations or requirement of the carrier and properly packed and secured so as to reach its Destination in an undamaged condition in the ordinary course of transportation
- 4. Price Of Goods: Price of Goods shall be firm and fixed as stated in an Order and unless otherwise so stated shall be exclusive of any applicable GST (which shall be payable by the Buyer subject to receipt of a GST Invoice). No increase in the Price will be made (whether on account of increased material, labour or transportation costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing. The Buyer shall be entitled to any discount for prompt payment, bulk Work or volume of Work customarily granted by the Seller, whether shown on its own Terms of Sale. The Seller undertakes with the Buyer to ensure that the price of goods will be at all times notwithstanding an Order or contract to be at the lowest price at which the Seller has supplied or agreed to supply such or similar goods at any time during the period of one month before the relevant Order or Contract and final fulfilment of such Order or Contract.
- 5. Delivery: Goods shall be delivered to the delivery address/destination station on the date or within the period stated in the Order. A Delivery Challan and Invoice quoting the number of the Order must accompany each Delivery or Consignment of Goods and must be displayed prominently.
- 6. Warranties and Liability: The Seller warrants to the Buyer (and subject to any legal requirement it shall be a condition) that (notwithstanding any inspection of or ability to inspect the same) the Goods. Will be of satisfactory quality (within the meaning of the Sale of Goods Act 1930, as amended) and fit for any purpose held out by the Seller or made known to the Seller (in writing) at the time the Order is placed. Will be free from defects in design, material and workmanship and will incorporate the best technology then available to the Seller; Will correspond with any relevant specification or sample. Will comply with all statutory requirements and regulations relating to the sale of the Goods. Will comply with all quality and certification requirements from time to time demanded by the Buyer. Notwithstanding anything herein, where there are serial defects, then such warranties and conditions mentioned above shall be unlimited in time
- 7. Risk Work Clause; In the event of any likely failure on Supplier's part to execute the agreement as per the terms mentioned therein, buyer shall be at liberty to either; Engage any other agency, parallel to the Supplier, to complete the part of the balance supply/work at the risk and cost of the Supplier; or Cancel the Agreement and get the balance work done from any other agency at the risk and cost of
- 8. Termination: Notwithstanding anything hereinabove contained, in the event of Supplier being adjudicated insolvent, or being a Company resolved or ordered to be wound up, then in such event, the order shall automatically stand terminated and in the event of breach, default or violation of any of the terms hereof by Supplier or for any reason whatsoever, buyer shall be at liberty to terminate this order forthwith and without prejudice to all other rights and claims of buyer under this order or otherwise in law against the Contract/order and Supplier shall not be entitled to any claim for loss, compensation or damage arising out of any such early termination. The buyer herein shall be at liberty to terminate this Order/Contract by giving 30 days' Notice in advance of the intention to do so without assigning any reason whatsoever. In such event, the Supplier shall refund the amount paid as advance if any and other cost incurred without any protest.
- 9. Force Majeure: If at any time, during the continuance of the Contract, the performance in whole or in part by either party (sub-vendors excluded) of any obligation under this contract shall be prevented or delayed by reason of any war, Hostility, acts of public enemy, Civil Commotion, Sabotage, Fires, Floods, Explosion, Epidemic, Quarantine restrictions, non-performance due to labour strikes, lock-outs and Acts of God (herein after referred to as 'Event') then provided a notice of the happening of any such event is given within twenty one days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of work under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of buyer as to whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive provide further that if the performance in whole or in part is delayed by reasons of any such events for period exceeding sixty days either party may at its option terminate under this clause and the buyer shall be at liberty to take over from the seller at a price to be fixed by the buyer which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the Contractor at the time of such termination or such portion thereof as the Owner may deem fit excepting such materials bought out components and stores as the Contractor may with the concurrence of the Owner elect to retain.
- 10. Data Protection Clause: Any confidential information shared between us and the Seller shall be governed by the Privacy Policy of HIML as available on our website and is consented by the Seller as a part of this Agreement/Contract
- 11. Health and Safety: The Seller shall maintain a safe and healthy environment for their employees and contractors. The Seller shall comply with all applicable laws and regulations on occupational Health and Safety and have the required permits, licenses and permissions granted by concerned authorities. The Seller must comply with our applicable policies. The Seller is also expected to have a crisis management policy in order to respond to emergencies on time
- 12. Child Labour: The Seller shall not employ children under the age of 18 or below the legal minimum age
- 13. Environmental Regulation: The Seller shall comply with environment regulatory requirements on all levels and support a precautionary approach to environmental challenge
- 14. Bribery and Corruption: The Seller shall comply with the anti-corruption rules and regulations and have a zero-tolerance policy towards any form of corruption, bribery, embezzlement, and extortion. The Seller shall not pay bribes or make any other inducement in relation to their business dealings with customers and public officials no and are expected to maintain transparency in this in these dealings and the same shall be reflected accurately on their business books and records.

FOR Hella Infra Market Pvt. Ltd.

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