Order		
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SCOCWCPO3016949	13/08/2024	1/7
Please quote this Order Number for all future correspondences.		

CARGOES by DP WORLD

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DP WORLD

Sold To:
DPWMultimodal-AHD PFT:DP World Multimodal Logistics Private Limited
Opp Nirma Factory, Near Jakhwada Railway Station,
Village Sachana, Ta. Viramgam
Ahmedabad-382150
Gujarat
INDIA
GST No: 24AAACC5849C1ZZ

Supplier Details:
AEON AIRCONDITIONING SOLUTIONS
OFFICE NO 108 & 109, DEVASHREE GARDEN COMMERCIAL COMPLEX
ABOVE SHEETAL DAIRY, R W SAWANT MARG
RUTU PARK
THANE-400601
Maharashtra
INDIA
Contact Person: MOHAMMED ASIM SHAIKH
Phone: +91 9820580008
Email: asim.shaikh@aeonacsolutions.com
GST No: 27AYYPS2229K1ZK

Invoice Address
Opp Nirma Factory, Near Jakhwada Railway Station,
Village Sachana, Ta. Viramgam
Ahmedabad-382150
Gujarat
INDIA

Invoice Delivery Address
Opp Nirma Factory, Near Jakhwada Railway Station,
Village Sachana, Ta. Viramgam
Ahmedabad-382150
Gujarat
INDIA

Supplier No.	Order Date	Revised No.	Revised at
123044	13-AUG-24	0	13/08/2024

Terms of Payment	Terms of Delivery	Buyer
Net 30		Yuvraj Shivagan, Yuvraj.Shivagan@dpworld.com

Notes to Supplier: 3 star 2 Ton inverter split ac machine

Rates as per LPO: SCOCWCPO3016896

Warranty Terms:
1 year on machine, 5 years on PCB and 10 years on compressor.

Basis LPO SCOCWCPO3016896

In order to promote eco-friendly business and timely processing of payment, please submit digitally signed invoices along with all supporting through our Oracle supplier portal. In the unforeseen eventuality that you cannot submit on the portal, you may send the digitally signed invoice by e-mail to dpworldindia.ap@dpworld.com. There is no need to send physical documents if you have submitted digitally signed

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invoices.

Digitally signed invoice would mean an e-invoice which is raised in line with the mechanism specified in GST rules and regulations.

In case you are not able to submit digitally signed invoices, then please courier the original invoice copy along with all supporting at below mentioned address; however, in such a case, you may expect some delays.

Name of Organization **: DPWMultimodal-AHD PFT:DP World Multimodal Logistics Private Limited**
Kind Attn **: Mr. Amit Kapoor**
Address : DP World
A-101, Level 1, Tower 1, Seawoods Grand Central,
Plot No. R1, Sector 40, Seawoods Railway Station
Navi Mumbai, Maharashtra-400706

You are encouraged to submit digitally signed invoices along with supporting preferably through the supplier portal or in case of unforeseen eventuality, send the digitally signed invoices with supporting by email.

Line	Description	OEM Part Code	DP World Part Code	Quantity	Unit Price	Total Price	GST/VAT Amount	Net Amount
1	Air Conditioner - Air conditioners window wall types, self-contained - For admin building office.		SCO_IN_300669	3 EA	35,500.00 INR	106,500.00	29,820.00	136,320.00

Total	106,500.00 INR
GST/VAT	29,820.00 INR
Grand Total	136,320.00 INR

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Dispatch Details

Line	Quantity	Delivery Date	Address Code	Requester Name	email ID	Phone Number
1	3 EA	20/07/2024	CWCNSL-Ahmedabad	Udayraj Pillai	Udayraj.Pillai@dpworld.com	9574646111

Delivery Address

Address Code	Address
CWCNSL-Ahmedabad:	Opp Nirma Factory, Near Jakhwada Railway Station, Village Sachana, Ta. Viramgam Ahmedabad-382150 Gujarat INDIA

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General Terms and Condition of Purchase Order

1. In this Purchase Order ("PO"), "Buyer" means the DP WORLD MULTIMODAL LOGISTICS PRIVATE LIMITED who has issued the PO and "Supplier" shall mean, the Person, Firm, Company (Incorporated or not) from whom the Goods and/or Services have been ordered and these Terms and Conditions form an integral part of the PO. Buyer and Supplier are individually referred to as a "Party" and together as the "Parties"
2. In this Purchase Order ("PO"), "Buyer" means the DPWMultimodal-AHD PFT:DP World Multimodal Logistics Private Limited who has issued the PO and "Supplier" shall mean, the Person, Firm, Company (Incorporated or not) from whom the Goods and/or Services have been ordered and these Terms and Conditions form an integral part of the PO. Buyer and Supplier are individually referred to as a "Party" and together as the "Parties".
3. **Acceptance:** This PO constitutes the Buyer's final offer to the Supplier and it shall become a binding and enforceable Agreement. Acceptance from the Supplier has to be conveyed to the Buyer within 3 (Three) days of receipt of PO, failing which it shall be deemed to be acceptable to the Supplier.
4. **Compliance with DP World Policies:** Acceptance of this PO implies automatic acceptance of all applicable DP World Policies by the Supplier, available on the website and the Supplier confirms that it has read and understood them. The Supplier agrees to abide by all the Policies of DP World including Code of Conduct Policy, Anti Bribery and Corruption Policy. Supplier also agrees to ensure compliance with all national and international rules and regulations relating to human and labour rights including applicable laws prohibiting slavery and human trafficking.
5. **Price:** The prices mentioned in the PO are fixed and firm and are not subject to any escalation for any reasons whatsoever. The prices are excluding GST as applicable. GST shall be paid as per rates applicable at the time of billing. Unless otherwise stated in the Purchase Order, the prices shall be inclusive of all applicable taxes and duties.
6. **GST Clauses**:

6.1 **Domestic Tariff Area (DTA):** The Supplier shall provide a proper Invoice in the form and manner prescribed under GST Invoice Rules containing all the particulars mentioned therein. The Supplier shall also report the transaction in GSTR 1 return within 30 (thirty) days of raising the invoice as enable the Buyer to claim GST Input credit. In the event that the Supplier fails to provide the Invoice in the form and manner prescribed under rules, the Buyer shall not be liable to make any payment against such invoice.

6.2 **Special Economic Zone (SEZ):** Several Business Units of the Buyer is in Special Economic Zone (SEZ) or have FTWZ, and hence all supplies of Goods and/or Services to SEZ/FTWZ is ZERO Rated. As per this the Supplier shall select either of the following options for supplying of Goods and/or Services.

7. Option:1: The Supplier can Provide Letter of Undertaking (LUT) from their respective Jurisdictional Commissioner and submit Invoices with copy of LUT.
8. Option:2: Supply Goods and/or services to Buyer by mentioning IGST in invoice. As Buyer is in Tax free Zone, the buyer will pay only the amount of goods and service shall claim in accordance with the provisions of the IGST Act.
9. **Packing:** The Packing List should indicate package wise details such as Package type / Gross weight / Net weight / Dimensions and list of items covered along with Item Description, applicable Drawing No. or Part No. Packing List should also contain Consignee's address, PO No., Shipping Marks and AWB / BL details, if applicable.
10. **Charges:** All charges towards packing, forwarding, Loading and transportation shall be deemed as included in the PO price unless otherwise mentioned in the PO. Any breakage, damage or pilferage in transit shall be borne by the Supplier. Unloading at Buyer's site shall be arranged by the Buyer.
11. **Insurance:** Unless otherwise mentioned in the PO, the expenses on account of arrangement and provision of transit insurance of Goods for 110% of PO Value up to unloading of Goods at the Delivery Destination specified in the PO shall be borne by the Supplier.
12. Material Safety Data Sheet (MSDS) (for Hazardous substance) should be supplied in advance and along with goods as applicable.
13. **Foreign Trade Controls**: The Supplier shall comply with all foreign trade control and export control legislation, regulations and sanctions applicable to the transactions that are the subject of this PO, including those imposed by the United States ("US") or the European Union ("EU") or any of its member states ("Foreign Trade Controls"). As regards this PO, the Supplier shall not: 1) deal with any party that is subject to sanctions imposed by, or that is listed on any blacklist registered by, the EU or the government of the US or any EU member state, except with prior written consent of the Buyer; or 2) undertake any action, which although not in violation of any applicable Foreign Trade Controls, could significantly damage the Buyer's commercial or other reputation interests, including without limitation its commercial interests involving any government or major commercial business partner. To the extent any goods, software and/or technology) procured by the Supplier on the Buyer's behalf under this PO are subject to such Foreign Trade Controls, the Supplier shall, upon placement of an order by the Buyer under this PO, or at an earlier date requested by the Buyer, provide in a form satisfactory to the Buyer a certification of the specific export/re-export classification of each of the Items, including the US export control classification number ("ECCN"), EU dual use item classification, or other relevant means of classification for dual use or other restricted items under relevant Foreign Trade Controls, such as those applicable to military related items. Supplier shall further identify the country of manufacture of all goods Delivered and whether 10% thereof comprises components or other content made/produced in the United States. Supplier shall maintain all documentation required under all relevant Foreign Trade Controls and shall provide the same to the Buyer without delay at the Buyer's reasonable request.
14. **Delivery:** The Supplier agrees that timely delivery in accordance with the delivery schedule mentioned in the PO is the essence of the PO. The Buyer further reserves right to expedite the delivery of the Goods/Services, if required. The Supplier agrees that the Buyer would suffer damages in case such Goods/Services are not delivered within specified time limit, and thus Supplier agrees to pay to the Buyer,

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liquidated damages at the rates agreed.

15. **Liquidated Damages for Delay**: Unless otherwise stated in the PO, the Liquidated damages for the delay shall be paid by the Supplier as per this clause. If the Supplier fails to supply the Goods/Service as per delivery schedule mentioned in the PO, Liquidate Damages @ 1% of PO value of undelivered portion of the Goods/Service per week of delay or part thereof, subject to a maximum of 10% of PO value of undelivered portion of the Goods/Service shall be levied by the Buyer for delayed deliveries. The Supplier acknowledges that liquidated damages so agreed are genuine pre-estimation of and reasonable compensation for the loss and damage that shall be suffered by the Buyer in the event of any such failure on part of the Supplier. Buyer shall be entitled to deduct the sum of liquidated damages from any monies due or that may become due to Supplier or if such monies are insufficient, Supplier shall forthwith pay the deficient amount within thirty (30) days of demand made by Buyer. In case the Supplier fails to pay such amount, the Buyer shall have the right to recover any such amount by making a demand on the Performance Bank Guarantee submitted by the Supplier. The payment or deduction of liquidated damages shall not relieve the Supplier from any of its duties, responsibilities and obligations under the PO. The Supplier shall use and continue to use its best endeavors to avoid or reduce further delay to the Goods/Services.
16. **Warranties/Guarantees**: The Supplier warranties/guarantees all goods as per agreed terms and undertakes to provide all necessary Test Certificates, Calibration Certificate, Warrantee / Guarantee Certificate, & Product Catalogue as applicable. The Supplier shall at its own cost rectify all defects observed, either in quality of materials and/ or workmanship of the Supplier during the warranty period.
17. **Inspection/Rejection of Goods/Services**: Unless otherwise mentioned in the PO, all the Goods/Services received are subject to final approval of the Buyer and inspection regarding quality, quantity and specifications. The Buyer reserves the right to reject the Goods/ Services, if any defects are noticed at the time of assembling or processing, even if in the first instance the Goods/Services have been accepted by the Buyer and are paid for. Buyer's decision about such rejections, owing to manufacturing/inherent defect(s) in the supplied Goods/Services, at whatever time, shall be final and binding upon the Supplier and it shall not object to it in any manner whatsoever. All packing, octroi, freight and holding costs or any other cost of such rejected Goods shall be borne by the Supplier.
18. The Buyer reserves the right to terminate or amend the PO or any part thereof for the following reasons, without assigning any reason and without in any manner incurring and any liability:-
19. Irregularities in the supply(s); (b) Rejections; (c) Escalations in the prices and (d) Not required by the Buyer (e) Risk of Purchase
20. **Risk Purchase:** In case of breach of its obligations under this PO by the Supplier leading to disruption of supply of Goods/Services promised hereunder, the Buyer shall have the right to terminate the PO fully or partially, without any extra cost compensation to the Supplier and/or to procure the Goods/Services from any other alternatives options and in that event the Supplier shall be liable to reimburse to the Buyer additional cost if any incurred on such procurement of Goods/Service.
21. **Compliance with Environment, Safety and Health Rules and Regulations:** All the Safety, Security, Environment & Information related Rules & requirements of the Buyer are to be followed strictly by the Supplier while handling, storage and transportation of Goods at respective Business Unit(s) of the Buyer & while executing the PO. Supplier shall ensure adherence to all statutory, legal, rules & requirements as applicable. Also, Supplier shall ensure that it possesses necessary labour license, ESIC/WCP and work permit before executing the order for carrying out job work or service if any as applicable. The Supplier shall indemnify and keep the Buyer indemnified against all such costs, including and not limited to taxes & duties damages, penalties, fines, punitive measures, lawyer fees, taxes, duties etc., of whatever nature due to non-compliance by the Supplier of all the applicable statutory laws, rules, regulations, notifications etc. which are included in the scope of the Supplier. In the event of breach of statutory Laws & Regulations by the Supplier, the Buyer reserves the right to terminate the PO immediately and no payment shall become due and payable to the Supplier.
22. **Force Majeure:** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or failure to perform its obligations under the PO is the direct result of an event of Force Majeure. Such events may include wars, revolutions, insurgency, fire, flood, cyclone, epidemics, quarantine restrictions, freight & dispatch embargoes, statutory restrictions etc. The Supplier shall give a notice in writing of occurrence of Force Majeure event to the Buyer and if possible, supported by the certificate from local chamber of commerce. On receipt of such notice the Buyer may in its own discretion suitably adjust the delivery period. If the Force Majeure event continues for more than 30 (Thirty) days, the Buyer and Supplier shall agree on future course of actions to be taken. If no agreement is reached within one week after the expiry of period of 30 (Thirty) days, the Buyer shall have the right to terminate the PO without any financial obligation towards the Supplier and such termination shall not be challenged by the Supplier or to be referred to the Arbitration.
23. **Intellectual Property Rights**: The Supplier shall ensure that the Goods/Services supplied are not infringing any and all Intellectual Property Rights including but not limited to patents, copyrights, designs and trademarks and shall indemnify, defend and hold harmless and continue to indemnify the Buyer, its directors, employees, affiliates, subsidiaries, agents, customers and end users from any claims, suits, etc. filed against the Buyer.
24. **Limitation of Buyer's Liability:** Under any situation, Buyer shall not be liable for any loss of profit, incidental, indirect and consequential damages irrespective of whether such claim is based on tort or otherwise. Buyer's liability on any other kind of loss or damage arising out of or connected with this PO or the contract based on this or on the performance or otherwise thereon, shall in no case exceed a maximum of 5% of the price allocable to the Goods or Services or units thereof which give rise to such a claim and would be bound by the Law of Limitation.
25. **No Third party beneficiary:** To the extent allowed by applicable law, no third person who is not a party to this PO shall be entitled to enforce or take benefit of any of its terms whether as a result of applicable legislation, custom or otherwise.
26. **Confidentiality and Publicity**: All drawings, design, jigs, tools, patterns and samples, if any, provided by the Buyer to the Supplier in respect of the PO are to be treated as confidential and shall be used only for the purpose of the performance of the PO and it shall be exclusive property of the Buyer and are to be returned to the Buyer immediately on completion of the PO. All tools will be maintained by the Supplier. Under any circumstances the Supplier shall not reproduce or disclose in whole or in part for any other purpose or to third party(ies) without prior consent in writing of Buyer. Both the parties shall treat the terms, conditions and existence of PO as confidential information, as implied by law. The Supplier shall obtain prior permission from the Buyer prior to any publication, public announcement or any other mode

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concerning its relationship as a Supplier to the Buyer.

27. **Subletting:** The Supplier shall not sub-let, transfer or assign this PO or part thereof of its obligations, claim, its interest in the PO without prior written consent of the Buyer.
28. **Assignment:** The Supplier shall not assign any of its rights or delegate any of its obligations either in whole or in part under this PO to any other party without prior written approval of the Buyer. Any assignment or hypothecation without prior written approval of the Buyer shall be void.
29. **Indemnity:** The Supplier shall indemnify, defend and hold harmless the Buyer and Buyer's affiliates and their officers, directors, employees and agents against and in respect to any and all claims, demands, losses, costs, deficiencies, including interests, penalties and reasonable attorney's fees arising as a result of or in connection with any breach of the Supplier, or failure by the Supplier to perform, any of its representations, warranties, undertakings or other obligations under this PO, or any claim, suit, injunction or other relief arising out of any claim that the Goods/Services or any process, technique, or means of manufacturer/work execution method/process adopted by the Supplier with respect to the Goods/Services infringes or violates any intellectual property rights. This clause shall survive the expiration or termination of the PO.
30. **Insolvency**: In the event of admission by National Companies Law Tribunal or any appropriate authority in this regard, of any application against Supplier to initiate corporate insolvency resolution process, the Buyer may terminate the PO in whole or in part and/or pursue any other remedies available legally.
31. **Survival:** Any obligations or duties that by their nature survive and which extend the expiration or termination of the PO shall survive the expiration or termination of the PO.
32. The PO together with these General terms & conditions, and any attachments, exhibits, specifications, drawings, notes and instructions and other information, whether physically attached or incorporated by reference collectively shall form part of the PO.
33. **Dispute Resolution through Arbitration:**

33.1 Any dispute(s)/difference(s) related to or arising out of this PO that cannot be settled amicably between the Buyer and Supplier within 30 (thirty) days of raising such dispute or difference will be referred to a sole arbitrator, to be appointed mutually. The juridical seat and venue of arbitration shall be Mumbai, Maharashtra, India and the language of arbitration shall be English. The award of sole arbitrator will be final and binding on both the parties. In the absence of any ruling of arbitrator on the costs, each party shall share its own costs of such arbitration. The arbitration will be carried out in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 as applicable on the date of reference to arbitration.

33.2 Supply of Goods/Service under the PO will be continued by the Supplier during the arbitration proceedings, unless otherwise directed in writing by the Buyer or unless the matter is such that the supply of Goods/Services cannot possibly be continued until the decision of the arbitrator is obtained and save as those which are otherwise expressly provided in the PO no payment due or payable by the Buyer shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matter thereof.

34. **Governing Laws:** This PO shall in all respects be subject to and governed by the laws of Republic of India without application of the conflict of laws principles and subject to the provisions of Dispute Resolution provided above, the Parties agree to submit to the exclusive jurisdiction of the courts of Mumbai, Maharashtra (India).
35. **Miscellaneous:**

35.1 **Stamp Duty:** Any Stamp duty payable on this PO or Agreement/Contract or any part thereof shall be solely paid and borne by the Supplier. In the event the Buyer is required by any Government Authority to pay such duty, the Supplier shall reimburse the duty and indemnify the Buyer against all claims, penalties, fees, expenses and charges arising due to failure of the Supplier to pay or reimburse such payment to the Buyer.

35.2 **Compliance with Applicable Laws**: The Supplier shall fully familiarize itself and conform in all aspects with all Applicable Laws including laws, regulations etc. relating to taxation. The Supplier shall be bound to give all notices, file all returns, etc., required by Applicable Laws, as aforesaid and to pay all fees and charges in respect thereof.

35.3 **Severability:** If any provision of this PO is held invalid or unenforceable or prohibited by Applicable Laws, such provision shall be treated for all purposes as severed from this PO and ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof, which shall continue to be valid and binding.

35.4 **Independent contractor:** Supplier is an independent contractor and nothing in the Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties.

35.5 **Language:** The language of this Agreement shall be English. All documents notices, waivers and all other communications between the Parties in connection with this PO shall be in English.

35.6 **Amendment**: No amendment, modification or addition to this Agreement shall be effective or binding on either of the Parties unless set forth in writing and executed by both the Parties.

35.7 **Notice**: Any notice by either Party to the other shall be in writing and in English language and delivered at the address of the other Party given here in above by hand delivery, registered post, electronic mail or speed post. Such notice shall be deemed to be effective against the Party, when actually delivered at the address of the other Party.

35.8 **Waiver**: Any forbearance, waiver or failure of a Party to insist upon the performance of terms of this Agreement shall not constitute a waiver of such performance by the Party of any subsequent breach nor shall such waiver prejudice, affect or restrict the rights of the Party hereunder. No waiver shall be effective unless in writing and duly executed by the Parties hereto.

35.9 **No Exclusivity:** This PO does not provide any exclusivity right to either Party and each Party is free to receive or provide Goods/Services to any third party.

35.10 **Conflict:** These General Terms & Conditions shall prevail over any other terms in case of any conflict with them.

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