

PURCHASE ORDER (PO)

PO Number: 1500104143



PO Date: 02-07-2025

Supplier: 13006125 - AEON AIRCONDITIONING SOLUTIONS
 RUTU PARK, OFFICE NO.108, 109,
 DEVASHREE GARDENS WING D, RW SAWANT ROAD ,
 THANE - 400601
Tel:
Mobile: 9820580008
Email: asim.shaikh@aeonacsolutions.com
GST No. 27AYYPS2229K1ZK
PAN: AYYPS2229K

Buyer: HT Media Limited
Registered Office:
 18 - 20 , Hindustan Times House, K. G. Marg
 New Delhi - 110001

 PAN: AABCH3165P

Tel: 011-66561245/1389

We are pleased to confirm the PO on you for the supply of following material/service as per terms and conditions mentioned below :

S. No.	Material / Service	UOM	Per Qty.	Qty.	Currency	Rate	Amount	Bill To / Ship To
001	Description: Daikin 3 Star inverter AC- 1 TON HSN #: 8529 End Delivery Date: 31.08.2025	NO	1	1.00	INR	26,000	26,000	HT Media Limited , Plot No. 6, TTC MIDC Industrial Area, Thane Belapur Road DIGHE, Navi Mumbai - 400708 Tel.: 022-66147201 GST # 27AABCH3165P1Z7
002	Description: Daikin 3 Star inverter AC- 1.8 TON HSN #: 8529 End Delivery Date: 31.08.2025	NO	1	4.00	INR	37,500	150,000	HT Media Limited , Plot No. 6, TTC MIDC Industrial Area, Thane Belapur Road DIGHE, Navi Mumbai - 400708 Tel.: 022-66147201 GST # 27AABCH3165P1Z7

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Delivery Terms:

Delivery within 5 days after advance payment.

UOM	Measurement unit text
NO	Number

Total Amount: 176,000**Discount** 0**Insurance:** 0**Freight:** 0**Packing:** 0**Misc Charges:** 0**Basic Custom Duty:** 0**CGST:** 24,640**SGST:** 24,640**UT-GST:** 0**IGST:** 0**Cess:** 0**Grand Total:** 225,280**Tax subject to reverse charge:** NA**Total Amount (In Words):** (INR) TWO LAKH TWENTY FIVE THOUSAND TWO HUNDRED EIGHTY ONLY**Commercial Terms & Conditions:**

1. Specifications: Daikin 3 star inverter AC.

Warranty : Machine warranty : 1year

PCB Warranty (1 + 4) years

Compressor warranty : 10 years

2. Deliverables: Daikin dealer will provide 5 Nos of Split AC's on rate contract rate.

3. Commercial Terms: Daikin Inverter 1 ton AC : Qty 1 : Rs. 26000/- Daikin inverter 1.8 ton : Qty : 04: Rs. 37500/each = Rs. 150000/- Total Cost : Rs. 176000 GST : 28% Total Cost : Rs. 2252280/-

4. Payment Terms (Credit Period): Credit Period - 30 days. Refer Pt 3 of Imp Instruction of Purchase Order.

5. Agreement Period: One Time Cost

6. Exit Clause / Notice Period: N/A

7. Penalty / Late Delivery (LD) Clause: Machine will deliver in perfect condition, in case of any damage/issue, dealer will replace machine

8. Others: Payment Term : 100% in advance.

IMPORTANT INSTRUCTIONS :

1) Please mention Purchase Order Number on your Invoices else Invoices will be rejected.

2) Material to be handed over only to stores department and receiving to be taken for that. Copy of receipt shall be attached with Invoice submitted.

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- 3) Credit Period will start from GRN date or receipt date of original invoice whichever is later.
- 4) For faster processing of your invoices, kindly send the invoices along with Delivery challans, copy of purchase order, receiving of stores department (duly signed and stamped) and other supporting documents at below mentioned address- Centralized Scanning Center (SSC Team), HT Media Limited, 12-A, 13th Floor, M3M Urbana, Sector 67, Gurgaon - 122002.

General Terms & Conditions:

Following terms and conditions and those specified in the Purchase Order ("PO") governs purchase of materials, products ("Goods") and services ("Services") and takes precedence over any terms and conditions attached to or incorporated in any Service Provider's quotation(s), offer(s) or invoice(s).

1. IMPORTANT INSTRUCTIONS:

- a) Please mention Purchase Order Number on your Invoices else Invoices will be rejected.
- b) Material to be handed over only to stores department and receiving to be taken for that. Copy of receipt shall be attached along-with the Invoice submitted.
- c) Credit Period will start from GRN date or receipt date of original invoice whichever is later.
- d) For faster processing of your invoices, kindly send the invoices along with Delivery challans, copy of purchase order, receiving of stores department (duly signed and stamped) and other supporting documents at below mentioned address- Centralized Scanning Center (SSC Team), HT Media Limited, 13th Floor, M3M Urbana, Sector 67, Gurgaon - 122002.

Commercial Terms & Conditions:

"Buyer" shall refer to party from where PO has been issued.

"Seller"/"Service Provider" shall refer to the party on whom this Order has been placed for Goods or Services.

The terms "Buyer" and "Seller" include their respective successors and Assigns.

- a. Buyer reserves the right to revoke this offer at any time prior to its acceptance by Service Provider. No provision of this PO shall be construed as obligating Buyer to avail Services from Service Provider on an exclusive or restrictive basis.
- b. The Seller shall acknowledge the receipt of the purchase order within 7 days following the mail of this order and shall there by confirm his acceptance of this purchase order in its entirety without exception. With Seller's acceptance of provisions of this purchase order, Seller waves and considers as cancelled any of his general terms and conditions of sale. If the purchase order acceptance is not received within 7 days of mailing the order, it will be assumed that same has been accepted by seller. Buyer will have the right to reject the order without giving any reason.
- c) The Seller will ensure that Goods/Services supplied by him against this Purchase Order are strictly in accordance with the specifications and the stipulated delivery schedule mentioned in this Purchase Order.
- d. The Buyer will not be responsible for any goods/services delivered which are not in consonance with the Purchase order.
- e. Any important Instructions, special terms and conditions mentioned in the Purchase order shall be read in conjunction with the general terms and conditions and all other documents forming part of this Purchase Order. Where any portion of general terms and conditions is repugnant to or at variance with any provisions of special terms and conditions, special terms and conditions shall be deemed to override the provisions of general terms and conditions and shall, to the extent of the repugnancy or variance, prevail.
- f. The terms and conditions herein can be modified or cancelled in writing only, which is to be signed by both the parties.

6. DELIVERY TERMS:

- a) The delivery schedule as mentioned in this Purchase Order or intimated separately shall be the essence of the contract and no variation shall be permitted, except with prior authorization in writing from the Buyer.
- b) The Goods/Services shall be delivered / dispatched strictly as mentioned in the Purchase Order and the material will be accepted at the buyer respective stores on working days only, between 10 AM to 5 PM from Monday to Friday. No deliveries will be accepted on Saturdays and Holidays unless specifically agreed upon in writing. Seller shall not make any changes in any particulars under a PO, unless done pursuant to clause 5 above.
- c) Seller will ensure that a Delivery challan shall accompany every delivery against this order.

7. WEIGHMENT, INSPECTION, REJECTION AND REPLACEMENT:

- a) The Buyers weighment of goods supplied by Seller is final and binding. Significant weight variations, if any, will be settled at the Buyers discretion.
- b) Goods received at the Buyers stores or any other receiving department will be deemed to have been accepted subject to subsequent inspection. The Buyer reserves his right to reject goods found not in conformity with his specifications. Material found defective subsequent to inspection, shall also be replaced free of cost by Seller. The Buyer shall intimate the Seller their decision in this regard within 30 days from the date of delivery.
- c) The rejected materials shall be replaced or amount therefore funded to the buyer within 15 days from the receipt of intimation of rejection.
- d) All rejected materials shall be removed by the Seller from the Buyer premises within 15 days from the date of receipt of intimation of rejection, failing which the buyer will not be liable for any loss or deterioration of the rejected goods whatsoever

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and such goods shall remain at the Buyer's premises solely at the seller's risk.

8. INSURANCE, PACKING AND DELIVERY:

- a) The Buyer shall arrange insurance cover of all consignments on delivery of the goods to the carrier, Seller should send their relevant details regarding challans, invoices, GC Notes etc., to enable the buyer to arrange for the necessary insurance cover at his end. The Seller will also ensure that in the event of the material being dispatched by road transport no cover/insurance charges are paid to, or charged by the transporters in their bills, as this will amount to additional insurance charges and the buyer will not reimburse the same to either party. In case insurance to be done by Seller then above mentioned clause is not applicable. In few cases, Insurance cover is taken by HT group.. we may need to exclude that from this clause. (Not required as the para starts with buyer's responsibility of taking insurance)
- b) The Seller will ensure that all materials are provided with customary packing and covered by tarpaulin during transport irrespective of the weather conditions, failing which the seller shall be liable to make good the loss due to damage caused to the materials.
- c) In case the material is delivered to the buyer by the local suppliers, it shall be their responsibility to supply the goods to the Buyer in good and acceptable conditions as directed in the order, as the buyer shall not be providing any insurance cover for these materials.
- d) In case of heavy materials (each package weighing over 200 kgs) the material should be so loaded in trucks with removable/opening side planks, so that the unloading of the material can be easily done using forklift trucks.

9. CHALLANS / INVOICES:

- a) All charges including the basic price, must be strictly in accordance with this order. The Buyer is not liable to pay any charges other than those mentioned in this order.
- b) All correspondence/challans/invoices/G.C. Notes, etc. pertaining to those purchase order must contain the entire Purchase Order reference.
- c) Seller should preferably send an invoice for each delivery challan.
- d) The Seller will send his invoices inserting correct Order numbers and correct item codes, in triplicate along with a receipted copy of the challan to the Buyer Business & Commercial Department only and not to any other department directly. The Buyer shall not be liable for any delay in payment due to the Seller failure to adhere to these instructions.
- e) Seller should ensure that invoices bear the correct Purchase Order number and delivery challan number and in no case can an invoice be made for more than one Purchase Order.

10. **PAYMENT TERMS:** Payment of the Sellers invoice will be effected as per the period mentioned on the face of this Purchase Order, reckoned from the date of receipt of the Sellers correct invoice in the Buyers Business & Commercial Department or receipt of material, whichever is later.

11. Service Provider represents and warrants that the Goods or Services do not violate or infringe or misappropriate any third party intellectual property rights and no claim of such violation, infringement of misappropriation been threatened or asserted, nor is such a claim pending against Service Provider or any of its affiliates; where applicable, are provided with and accompanied by all information and instructions necessary for maintenance, and proper and safe use;

12. Service Provider's liability hereunder shall extend to all damages directly caused by the omissions or defects, including incidental damages such as removal, inspection, costs of return or storage. Service Provider warrants that it shall conduct itself in an ethical manner in all its dealings with Buyer and that all information pertaining to its invoicing and supporting documents submitted to Buyer are true, correct, accurate and complete in all respect. In the event any inaccuracy, falsity or discrepancy is identified in the Invoice or supporting documents furnished by the Service Provider on account of incorrect or overcharged amount or rate, quantity or wrong items etc. or any fraudulent act, Buyer shall have the right to recover or set-off the over-claimed amount from any payable Invoice.

13. Seller/ Service Provider shall, at its own cost and expense, defend, indemnify and hold Buyer, Buyer affiliates and third parties (the " Indemnified Parties") harmless from and against any and all actions, suits, proceedings, investigations, complaints, claims, demands, orders, decrees, rulings, injunctions, judgments, directives, notices of violation, liabilities, liens, losses, damages, penalties, fines, settlements, costs, remediation costs, expenses and fees (including court costs and reasonable fees and expenses of counsel) brought against or directly incurred or suffered by indemnified Parties and Expenses as a result of the performance or non performance or observance or non-observance by Service Provider of any of the terms and conditions of this PO/SO. Further, in case the Service Provider fails to raise a valid invoice or upload its tax details on the designated government portal in the manner as prescribed by the government, due to which Buyer suffers loss and/or is unable to claim the tax credit under the applicable laws, then the Service Provider agrees that Buyer shall not be liable to make any/all payments towards the particular invoice under this PO, until the Service Provider rectifies such default. Further, the withholding and/or non-payment of any/all such amounts by Buyer shall not constitute an event of default for non-payment or breach of this PO, on the part of the Buyer. The said remedy shall be equally available to the Buyer. In case of any default by the Service Provider in uploading tax details for any advance received by the Service Provider under the present PO.

14. **Intellectual Property:** Buyer/ Buyer's client is the owner of the intellectual property created by the Service Provider in the course of the works, including but not limited to the photographs, audio, video rushes, music unmixed files, usage rights, any

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digital or electronic material, negatives and prints relating to the audio/ video as mentioned in the PO. Buyer retains all rights and ownership in the audio/ video and any negatives (or digital equivalent) from which the photographs are derived as mentioned in the PO. No interest in the digital equivalent is assigned or licensed to the Service Provider by this PO, unless expressly specified. All rushes and unmixed files are property of Buyer which the Service Provider shall handover to Buyer after completion of job. Buyer shall have the voice over rights over the products so produced/ delivered by Service Provider. All the rights pertaining to the audio/ video including but not limited to intellectual property right and other proprietary rights shall be held and exploited by Buyer for perpetuity and nothing in this PO shall be deemed to assign or license any of such rights to the Service Provider.

15. Buyer may set off against or recoup from any amounts owing to Service Provider any amounts owing to any member of Buyer by Service Provider Group, including for damages resulting from breaches by Service Provider of its obligations to Buyer under any PO.

16. CANCELLATION: The Buyer reserves the right to cancel this Purchase Order in full or in part and shall be entitled to rescind the contract wholly or in part by a written notice to the seller in the event of:

i.) The Sellers failure to comply with any of the terms and conditions of the purchase order.

ii.) The sellers failure to deliver the goods in time and/or fail to give replacement of rejected goods promptly.

iii.) FORCE MAJEURE DELAYS.

17. In the event of any Goods or Services sold and delivered hereunder shall be covered by any patent, copyright or application thereof, seller will indemnify and save the Buyer from any and all losses, cost or expenses on account of any and all claims, suits or judgment on account of the use of such article in violation of rights under such patent copy right or application.

18. In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, seller will indemnify and save Buyer from all loss or payment of all sums of money by reason of all accidents, injuries or damages to persons or properly that may happen or occur in connection with the use or safe of such article and are attributable to the said defective condition/articles.

19. Seller represents and warrants that no statute or regulation or ordinance of any government body, has been or will be violated in the manufacturing, sale and delivery of any article or service sold and delivered hereunder, and if such violation has or does occur, seller will indemnify and save buyer from any damage, costs, expenses, or penalties on account of such taxes.

20. All the correspondence from the seller to the buyer and vice-versa and specially to warding of the purchase order, acceptance thereof and rejection of goods as defective shall only be Registered Post A.D, tested fax.

21. Anti-Bribery and Corruption: i). Seller shall: a). comply with all applicable laws, statutes, regulations including to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption Act 1988 and not engage in any activity, practice or conduct in similar nature; b). comply with the Buyer's anti-corruption and bribery policy; c). promptly report to the Buyer's any request or demand which if complied with would amount to a breach of either this PO or with any existing Anti-Corruption and Bribery Law; d). ensure that any person associated with it who is performing services [or recovering Debts] in connection with this PO does so only on the basis of such terms equivalent to those imposed on buyer in this clause. ii). Breach of this clause shall be deemed a material breach of this PO entitling the Seller to terminate it immediately.

22. Seller Service provider agrees to make timely compliances of all the labour laws as applicable from time to time including without limitation, Payment of Wages Act, 1936; Employees' Provident Funds and Miscellaneous Provisions Act, 1952; Employees' State Insurance Act, 1948; Payment of Gratuity Act, 1972; Payment of Bonus Act, 1965' and Workmen's Compensation Act, 1923 or any other Act(s) or Codes that may replace these Acts or introduced by the Government of India during the Term of this Agreement and if required shall provide Buyer the copies of receipts of timely deposit(s) of the contributions along with copies of the challans duly attested and stamped. Buyer reserves the right to ask for any other documents as and when required or as deem fit substantiating the compliances by the Company.

23. Safety Clause - a). Where service / supplies is being provided on property occupied by Buyer, Seller shall be responsible for the safety of all persons engaged on the work, and all persons who may be affected activities of Seller and shall comply with all Buyer's safety regulations and procedures. b). Seller must adhere all Environment, Health and Safety Norms of buyer during execution of services / supplies. Penalty will be levied on seller in case of non-adherence of EHS norms.

24. Buyer reserves the right to hold an amount equivalent to the indirect taxes viz. GST (charged by the Supplier on the invoice) till the time credit of such tax is reflected in Buyers electronic ledger on GST Portal.

25. Seller will ensure that a valid E-way Bill shall accompany every delivery against this order in accordance with CGST/SGST Act and Rules thereunder. The buyer will not be responsible for any goods delivered which are not in consonance with the Eway bill provision under GST Act.

26. Each Party agrees to keep confidential the terms of this Purchase Order and any other information exchanged between the parties in due course of the transaction herein.

27. Each Party agrees to the exclusive jurisdiction of courts are New Delhi in relation to any dispute under this Purchase Order. This may be also an issue, but we can push this to all vendors.

28. This Purchase Order shall be treated as an entire Agreement between the Parties unless a detailed agreement is executed between Parties. . In case of conflict between the terms and covenants stated here and those on as contained in any executed

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agreement between Buyer and Seller, as aforesaid, the terms and conditions stated in agreement shall prevail over the terms and covenants of PO.

29. This Purchase Order shall be on a principal-to-principal basis and shall not create any employee-employer relationship between the Parties.

30. The Seller hereto understands and acknowledges that it shall not assign or otherwise transfer its rights or obligations under this Purchase Order, in whole or in part or otherwise to any third Party.

31. If any provision of this Purchase Order is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid.

32. Supplier agree that its action on the requirement specified under this Purchase Order shall be deemed consent of the supplier to comply with the terms and conditions herein.

33. Rights and remedies reserved to Buyer under this PO are cumulative and in addition to any other rights and remedies available at law or in equity, and may be exercised singularly or concurrently. While each PO is a separate contract, a default under any PO issued by a member of Buyer to any Service Provider shall be construed as default under all PO issued by Buyer to Service Provider.

34 No verbal agreement or implied covenant shall be held to vary the terms hereof, any statute, law or custom to the contrary notwithstanding; (b) This PO is personal to Service Provider and Service Provider shall not assign or delegate its obligations hereunder without Buyer's prior written consent; and (c) Any terms or conditions stated/ written anywhere, which are in contradiction to the terms and conditions of this PO are hereby expressly rejected and shall not be applicable to the transaction contemplated between the parties hereto and shall not govern the same in any manner whatsoever.

You are requested to sign and return a copy of this Purchase Order as a token of your acceptance of this Purchase Order with all terms & conditions.

PO Accepted

For HT Media Limited

A handwritten signature in black ink, appearing to read 'M. Karm', written over a horizontal line.

Supplier's Signature

Authorized Signatory