



REF: WO/HIMRPL/AAS/566

Date: 24th November 2023

To,

AEON AIRCONDITIONING SOLUTIONS

Office No. 108 & 109, Devashree Garden

Commercial Complex, R.W. Sawant Marg,

Above Sheetal Dairy, Rutu Park,

Thane - 4000601, Maharashtra.

Kind Attn: 9322334106

Sub: Work order for AC installation At Our Kolhapur warehouse.**Ref:** Quotation Dated 24th November 2023**Particulars & Price:**

Sr. No.	PARTICULARS	UNIT	QTY.	RATE	AMOUNT
1	Standard Installation, Pressure Testing, Vacuumizing, Testing & Commissioning of Hi Wall Unit - 1.0 & 2.0 TR - 2, Nos. Each	Nos.	4	1,500	6,000
2	Refrigeration Piping for Hi Wall Unit	Mtrs.	23	900	20,700
3	Interconnecting Cable Indoor & Outdoor	Mtrs.	27	150	4,050
4	Drainpipe PVC 25mm	Mtrs.	15	150	2,250
5	Outdoor Unit Tabletop Stand	Nos.	4	950	3,800
6	MS Sheet Cutting	Nos.	2	1,000	2,000
				Basic Cost	38,800
				GST@ 18%	6,984
				Total Cost	45,784

Terms & Conditions:

Payment Terms: After Work Completion.

1. Definitions:

The words as below mentioned in the Work Order stands for:

"Buyer/Owner/Client" means the 'M/s. Hella Infra Market Retail 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.

HELLA INFRA MARKET RETAIL PRIVATE LIMITED

CIN No. U51909MH2019PTC332175

4th Floor, Opal Square, SG Barve Rd, Opp. Rajadevi Temple, Wagle Industrial Estate, Thane West, Thane, Maharashtra 400604 | T: +91 91369 21260 | E: contact@infra.market | W: www.infra.market

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 inspect and test quality of Goods during manufacture, processing, or storage at the premises of the Seller or any Third Party prior to dispatch, and the Seller 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 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. supplier has agreed for repair or replacement of any parts if required, arising out of any such manufacturing defects at free of cost, for a period of 12 months from the date of Supply.

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 the Supplier.

8. Termination:

Notwithstanding anything herein above 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 challenges.

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.

15. Liquidated Damaged:

If the supplier fails to deliver any part or all the goods or perform the services, within the delivery period stipulated in this PO, the buyer shall without prejudice to other remedies deduct from the order price liquidated damages of a sum equivalent to 5% of the order price for each week delay or part thereof until actual delivery or performance completion, subject to a maximum deduction of 20% of the order price.

16. Audit Rights:

HIMRPL and/or its auditors shall be allowed reasonable access to Contracting Party's books, records and other documentation related to this Agreement or Contracting Party's work with HIMRPL and shall have the right to audit Contracting Party on a periodic basis.

17. Co-operation on Disputes:

Contracting Party shall cooperate with HIMRPL in regard to any inquiry, dispute or controversy related to a suspected or alleged violation of the ABCD in which HIMRPL may become involved and of which Contracting Party may have knowledge. Such cooperation shall include disclosure of relevant

documents and financial information and interviews of Contracting Party's personnel. Such obligation shall continue after the expiration or termination of this Agreement.

18. Violation of Law:

This Agreement, the relationship created hereby or the performance of any service by Contracting Party hereunder is determined by HIMRPL or by a competent authority in India to be in violation of or contrary to any law, decree, rule, regulation of India or prohibition in India.

19. Corrupt Payments:

Contracting Party's representations, warranties and covenants in clause ____ (Prohibition of Corrupt Payments) of this Agreement are inaccurate or misleading, or have been breached, or HIMRPL learns of circumstances that give it reason to believe that such representations, warranties and covenants are or may be inaccurate, misleading, or breached. In any such case no further amounts shall be due to the Contracting Party pursuant to this Agreement; Contracting Party shall not be entitled to receive, and hereby waives right to, any termination payment or compensation of any kind because of termination or non-renewal of this Agreement, and Contracting Party agrees that any enhancements in the value of the Contracting Party's good will as a result of its relationship with HIMRPL will inure to the benefit of HIMRPL.

20. Prohibition of Corrupt Payments:

Contracting Party/Service Provider affirms and agrees that in the performance of the Services under this Agreement or in connection with any other business involving HELLA INFRA MARKET RETAIL PRIVATE LIMITED it has not and shall not make or offer to make or authorize any payment or transfer of any payments/value to or confer or offer to confer any benefit upon any employee, director, representative or agent of HIMRPL or its affiliates or agent of any actual or potential customer of HIMRPL or fiduciary of any third party, government official, political party or its members, or any other person or entity, with the intent of influencing the conduct of such employee, director, representative or agent of HIMRPL or its affiliates or agent of any actual or potential customer of HIMRPL or fiduciary of any third party, government official, political party or its members, or any other person or entity in relation to the business of HELLA INFRA MARKET RETAIL PRIVATE LIMITED if such payment/transfer of value is in violation of the laws of India. It is the intent of HIMRPL that no payments or transfer of value shall be made which have the Purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage.

Delivery Address:

Hella Infra Market Retail Pvt Ltd

Plot bearing Anil Patil jaggery products,

At post Haolondi, Taluka Hatkalangale, Dist Kolhapur, 416122

GSTIN: :27AAFCH0843J1ZK

Contact: Mr. Sachin (9156356545)

REF: WO/HIMRPL/AAS/566

Billing Address:

Hella Infra Market Retail Pvt Ltd

4th Floor, Plot No. C-1, Opal Square, SG Barve Road,
Opp. Railadevi TMC Office, Wagle Industrial Estate,
Thane West, Pin - 400604.
GSTIN: 27AAFCH0843J1ZK

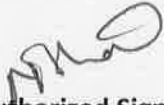
Invoice Along with All Supporting Documents Should Be Sent to Following Address:

Vijay Shinde

Hella Infra Market Retail Pvt Ltd

4th Floor, Plot No. C-1, Opal Square, SG Barve Road,
Opp. Railadevi TMC Office, Wagle Industrial Estate,
Thane West, Pin - 400604.
Mob. 9321971946

For Hella Infra Market Retail Private Limited



(Authorized Signatory)

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