

PURCHASE ORDER / CONTRACT / SCHEDULING AGREEMENT / WORK ORDER

Vendor Code: AEON230522

PO NO. : A002/A3U/3200241495

Vendor Name & Address:

DATE : 23.02.2024

AEON AIRCONDITIONING SOLUTIONS
AEON HOUSE,DR AMBEDKAR ROAD
R AMBEDKAR ROAD

BUYER : Amol Gade

GST NO. : 27AAACM3025E1ZZ

THANE 400601 Maharashtra India
TEL: 9820580008 FAX:
GSTIN No: 27AYYPS2229K1ZK

Reference : RATES AS PER PO NO. 3200239924 DTD. 01.02.2024
EMAIL CONFIMATION DTD. 23.02.2024

Incoterm : Free del.to stores-Frgt.paid AD-KANDIVLI

Delivery Address : Mahindra & Mahindra, AS,
Akurli Road, Kandivali (East)

Mumbai 400101

Item	Part No.	Description	Qty	UoM	Rate (INR)	Amount (INR)
10		S&I of Copper Pipe Delivery date : 30.03.2024	48.00	M	850.00	40800.00
20		S&I of Electrical Cable Delivery date : 30.03.2024	48.00	M	140.00	6720.00
30		S&I of Drain Pipe (32 mm) Delivery date : 30.03.2024	48.00	M	140.00	6720.00
40		Supply of Outdoor Stand Refer Table 1 After T&C for detailed description Delivery date : 30.03.2024	4.00	NOS	950.00	3800.00
Amount in Words (INR)		RUPEES FIFTY EIGHT THOUSAND AND FORTY ONLY			Total PO Value:	58040.00

Tax As Applicable

Payment Terms : Full payment against receipt of material

TERMS & CONDITIONS : 1. GST EXTRA @18% ON PRICE INDICATED ABOVE.

2. PACKING / FORWARDING & TRANSPORATION CHARGES ARE INCLUDED IN ABOVE AMOUNT.

YOU WILL INSURE ADEQUATE PACKING FOR THE CONSIGNMENT.

3. ABOVE PRICES -- FREE DELIVERY TO OUR KANDIVLI PLANT.

4. THE PURCHASE ORDER PRICE MENTIONED WOULD BE FIRM FOR THE TENURE OF

For MAHINDRA & MAHINDRA LTD.

JAYESHKUMA
R CHIMANLAL
LAD

Digitally Signed By:
JAYESHKUMAR CHIMANLAL LAD
Date: 2024.02.26 10:44:30 IST
DN: CN=JAYESHKUMAR CHIMANLAL
LAD, ST=Maharashtra, OU=MAHINDRA
AND MAHINDRA LTD, O=MAHINDRA
AND MAHINDRA LTD, C=IN
Reason: I attest to the Accuracy and
Integrity of this Document.

AUTHORISED SIGNATORY

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PL. MENTION PARTNO., YOUR PART NO (if any), P.O.NO. AND VENDOR CODE ON ALL CHALLANS AND BILLS.

GST Number 27AAACM3025E1ZZ

Visit our website: ISO FORMAT NO: ISO-5234434567

Page: 1 of 7

REGD. OFFICE:Gateway Building, Near Gateway Of India.Apollo Bunder, Mumbai -400039

Telephone No. -.

Website :WWW.MAHINDRA.COM CIN :L65990MH1945PLC004558

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R AMBEDKAR ROAD

BUYER : Amol Gade

GST NO. : 27AAACM3025E1ZZ

THANE 400601 Maharashtra India
TEL: 9820580008 FAX:
GSTIN No: 27AYYPS2229K1ZK

THE CONTRACT, FOR THE SCOPE OF SUPPLY MENTIONED IN THE PURCHASE
ORDER AND NO ESCALATION WHATSOEVER SHALL BE CONSIDERED.

5. DELIVERY SHOULD BE MADE TO :
DELIVERY & ACCOUNTS TO:--

MAHINDRA & MAHINDRA LTD,
AUTOMOTIVE DIVISION,
AKURLI ROAD,
KANDIVLI (EAST),
MUMBAI 400 101.

(FOR TECHNICAL ISSUES / DELIVERY)

NAME : CONTACT PERSON :- SUNIL RANE
NUMBER :- 9820150491
EMAIL : rane.sunil2@mahindra.com

6. AT THE TIME OF DELIVERY OF MATERIAL ORIGINAL COPY OF THE MUST BE
SUBMITTED AT OUR STORES.

7. YOUR INVOICE MUST HAVE ABOVE P.O. NO. AND THE VENDOR CODE EXACTLY
AS MENTIONED ABOVE. PLEASE NOTE ABSENCE OF THESE DETAILS MAY RESULT
IN DELAYS IN RECEIVING OF MATERIAL AND / OR PAYMENTS.

8. NO MATERIAL WILL BE RECEIVED WITHOUT ORIGINAL AS WELL AS DUPLICATE
COPY OF YOUR INVOICE.

9. YOU WILL MENTION ABOVE P.O. NO. IN ALL YOUR CORRESPONDANCE.

10. WARRANTY : 1 YEAR ON MATERIAL

11. ONE SET OF OPERATIONS AND MAINTENANCE MANUAL (IF APPLICABLE) SHOULD
BE SUPPLIED ALONG WITH THE MATERIAL.

12. PROFORMA INVOICE / BILL TO BE MADE AS PER P.O. TERMS AND CONDITIONS
AND SHALL BE SENT IN DUPLICATE.

13. KINDLY SEND YOUR ORDER ACCEPTANCE COPY AT THE EARLIEST.

14. ALL YOUR CORRESPONDENCE MUST BE ADDRESSED TO THE ABOVE BUYER AT :

For MAHINDRA & MAHINDRA LTD.

**JAYESHKUMA
R CHIMANLAL
LAD**

Digitally Signed By:
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Date: 2024.02.26 10:44:30 IST
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MAHINDRA AND MAHINDRA LTD.
AUTOMOTIVE SECTOR
CAPITAL PURCHASE
AKURLI ROAD
KANDIVLI (E)
MUMBAI 400101.

BUYER NAME : MR.AMOL GADE
TELEPHONE : 9821356433
EMAIL : gade.amol@mahindra.com

15. YOU SHALL SEND US A DETAILED ORDER ACCEPTANCE ACCEPTING EACH AND EVERY TECHNICAL & COMMERCIAL TERMS IN DETAIL WITHIN 15 DAYS OF RECEIPT OF PO. THIS ORDER ACCEPTANCE SHALL FORM THE REFERENCE FOR EXECUTION OF THE PURCHASE ORDER.

16. REQUIRED AS PER REQUISITION NO : 1500235645

17.FORCE MAJEURE:

FORCE MAJEURE SHALL MEAN ANY CAUSE, EXISTING OR FUTURE WHICH IS BEYOND THE REASONABLE CONTROL OF ANY OF THE PARTIES INCLUDING ACTS OF GOD, STORM, LANDSLIDE, FIRE, FLOODS, INUNDATION, CYCLONE,EARTHQUAKE,EXPLOSION,EPIDEMICS,PANDEMICS,QUARANTINE, STRIKE, SLOWDOWN, LOCKOUTS, SABOTAGE, RIOT, EMBARGO, INTERFERENCE BY CIVIL OR MILITARY AUTHORITIES,ACTS,REGULATIONS OR ORDERS OF ANY GOVERNMENTAL AUTHORITY IN THEIR SOVEREIGN CAPACITY, ACTS OF WAR(DECLARED OR UNDECLARED),STRIKE,LOCKOUT,BREAKDOWN OF THE PLANT, FAILURE OR DELAY IN THESUPPLIER'S/CLIENT'S SOURCE OF SUPPLY DUE TO FORCE MAJEURE CAUSES ENUMERATED ABOVE OR ANY SUCH EVENT AT THE SITE OF THE CLIENT.

A. NEITHER PARTY SHALL BE LIABLE FOR THE FAILURE TO PERFORM ANY

For MAHINDRA & MAHINDRA LTD.

**JAYESHKUMA
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OBLIGATION IN TERMS OF THE CONTRACT IF AND TO SUCH EXTENT SUCH
FAILURE IS CAUSED BY A FORCE MAJEURE.

B. THE PARTY PREVENTED TO FULFIL ITS OBLIGATIONS

(HEREINAFTER REFERRED TO AS "THE AFFECTED PARTY") BY FORCE MAJEURE
SHALL NOTIFY THE OTHER PARTY IN WRITING WITHIN ONE WEEK AFTER
OCCURRENCE OF SUCH FORCE MAJEURE AND IT SHALL BE ESTABLISHED
BY THE AFFECTED PARTY THAT THE FORCE MAJEURE SITUATION HAD DELAYED
PERFORMANCE OF THE AFFECTED PARTY'S OBLIGATIONS AND SERVICES AND
WAS BEYOND THE REASONABLE CONTROL OF THE AFFECTED PARTY AND NOT
DUE TO THE DEFAULT OR NEGLIGENCE OF THE AFFECTED PARTY.

C. THE PERIODS FOR PERFORMANCE OF THE CONTRACT AS AGREED UPON SHALL BE
EXTENDED BY THE PERIODS OF DELAY CAUSED BY SUCH FORCE MAJEURE,AS
LONG AS THE PERIOD OF FORCE MAJEURE DOES NOT LAST LONGER THAN THREE
MONTHS.

D. IF A FORCE MAJEURE CONTINUES FOR MORE THAN THREE MONTHS AND THE
PARTIES ARE NOT ABLE TO REACH AN AGREEMENT ON THE CONTINUATION
OF THE CONTRACT WITHIN A FURTHER TERM OF ONE MONTH, THE FULFILMENT
OF THE CONTRACT SHALL AUTOMATICALLY BE DEEMED IMPOSSIBLE AND
SHALL STAND TERMINATED. IN CASE OF SUCH TERMINATION, THE SUPPLIER
SHALL BE ENTITLED TO THE PAYMENT OF THE PROPORTIONATE CONTRACT PRICE
PAYABLE TO THE SUPPLIER FOR THE WORK PERFORMED BY THE SUPPLIER UP
TO THAT TIME THE AFFECTED PARTY HAD INVOKED THIS FORCE MAJEURE
CLAUSE. THE SUPPLIER WILL ALSO BE LIABLE FOR PROMPT REFUND TO THE
CLIENT OF ANY UNEARNED PORTION OF ALL THE CONTRACT PRICE PAYMENTS
RECEIVED BY THE SUPPLIER FROM THE CLIENT ON THE OTHER HAND.

THE CLIENT MAY ALSO DEDUCT SUCH UNEARNED PORTION OF THE CONTRACT
PRICE PAID TO THE SUPPLIER FROM THE AMOUNTS PAYABLE TO THE SUPPLIER

E. THE PARTIES AGREE THAT THERE SHALL BE NO ESCALATION IN THE CONTRACT
PRICE UNDER ANY CIRCUMSTANCES INCLUDING FOR REASONS ATTRIBUTABLE TO
FORCE MAJEURE SITUATIONS.

For MAHINDRA & MAHINDRA LTD.

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BUYER : Amol Gade

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THANE 400601 Maharashtra India
TEL: 9820580008 FAX:
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18.LIMITATION OF LIABILITY

-
- A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SUPPLIER BE LIABLE TO M & M OR ANY THIRD PARTY FOR SPECIAL INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE,OR FOR ANY INDIRECT DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF OR IN ANY WAY RELATED TO SUPPLIER'S OR THE MANUFACTURER'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF M/S MAHINDRA & MAHINDRA HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.
- B) SUPPLIER'S TOTAL LIABILITY IN CONTRACT, TORT, MI18EPRESENTATION, RESTITUTION OR OTHERWISE (WITH THE EXCEPTIONS OF WILLFUL MISCONDUCT AND FRAUD BUT INCLUDING FOR NEGLIGENCE) ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL BE LIMITED TO 100% OF THE CONTRACT PRICE.
- C) HOWEVER, THE AFOREMENTIONED LIMITATIONS OF LIABILITY SHALL NOT APPLY IN THE FOLLOWING EVENTS:
- (I) INDEMNIFICATION OBLIGATIONS FOR THIRD-PARTY CLAIMS BROUGHT AGAINST THE OTHER PARTY, INCLUDING INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS
 - (II) LIABILITIES THAT ARISE FROM A BREACH OF ITS CONFIDENTIALITY OR DATA SECURITY OBLIGATIONS
 - (III) LIABILITIES THAT ARISE FROM A BREACH OF ITS OBLIGATIONS TO COMPLY WITH LAWS
 - (IV) LIABILITIES THAT ARISE FROM ITS FRAUD
 - (V) LIABILITIES OF A PARTY THAT ARISE FROM ITS WILLFUL MISCONDUCT AND GROSS NEGLIGENCE
 - (VI) LIABILITY OF IN CASE OF PERSONAL INJURY.

19.TERMS & CONDITIONS MENTIONED IN ENCLOSED ANNEXURE 'A' IS AN

For MAHINDRA & MAHINDRA LTD.

**JAYESHKUMA
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MAHINDRA & MAHINDRA LTD.

Akurli Road, Kandivali (East)
Mumbai 400101
Maharashtra India
TEL: FAX:

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Item	Part Number	Table 1 - Detail description & specification
40		CONTACT PERSON :- SUNIL RANE NUMBER :- 9820150491

For MAHINDRA & MAHINDRA LTD.

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