

## Purchase Order

**METROPOLIS**

**Bill To :**

7000-Metropolis Healthcare Ltd,  
Metropolis healthcare Limited 4th Floor, East Wing, Plot-254 B, Nirlon House, Dr. Annie Besant Road, Worli, Mumbai - 400030, Maharashtra, India  
**Email Id** :vinayak.dakve@metropolisindia.com  
**Telephone** :8976489899  
**GSTIN No** :  
**PAN No** :AACCP1414E

**Supplier Details:**

**Name** :AEON AIRCONDITIONING SOLUTIONS  
**Code** :103236922-51295554  
**Address** :Rutu Park OFFICE NO.108 109 Devashree Gardens Wing D RW Sawant Road THANE WEST Rutu Park OFFICE NO.108 109 Devashree Gardens Wing D RW Sawant Road THANE WEST Rutu Park OFFICE NO.108 109 Devashree Gardens Wing D RW Sawant Road THANE WEST MUMBAI 27-MH 400601 India  
**Email Id** :support@aeonacsolutions.com  
**Telephone** :9137940454  
**GSTIN No** :27AYYP52229K1ZK  
**PAN No** :AYYP52229K

**Ship To:**

7000-Metropolis Healthcare Ltd,  
Thane, 1ST Floor, Shanti palace Bldg., OPP.ST.JOHN BAPTIST SCHOOL, JAMBHLINAKA,THANE WEST, MUMBAI 400601-400601, Mobile No:9999999999  
**Telephone** :  
**GSTIN No** :  
**PAN No.** :

**PO Number** :16-27183-ADMIN00093  
**PO Date** :13 May, 2025 10:46 AM  
**Need By Date**:05-06-2025  
**PO Valid Till Date**:July 5, 2026  
**Currency** :INR  
**PaymentTerms** :30 days from date of GRN.  
**PR Number** :15-27183-ADMIN00024

SKU Code	Desc	HSN Code	Delivery Schedule	PO Qty	UOM	Base Qty	Unit Price	Amt	SGST (%)	SGST Amt	CGST (%)	CGST Amt	IGST (%)	IGST Amt	Total
ASS001903	AC WORKS	84799090_18		2.0	Each	2.0	8400.0	16800	9.0	1512.0	9.0	1512.0	0.0	0.0	19824.0

**Total Order Quantity** : 2.0  
**Total Tax Amount** : 3024.0  
**Total PO Amt** : 19824.0

**Amount in words** : **NINETEEN THOUSAND EIGHT HUNDRED AND TWENTY FOUR INDIAN RUPEES ONLY**

Supplier Remarks:

**TERMS AND CONDITIONS :**

1. All the terms & conditions of the PO will be deemed as accepted once the materials supplied against the subjected PO. If supplier notices any mismatch in price, item, tax rate or any other, need to highlight back immediately within 3 working days from receipt of PO,else it is deemed accepted, It is mandatory to mention HSN/SAC code in tax invoice.
2. Materials Quality should be as per the PO Specifications and no deviation will be accepted.
3. Prior Approval must be taken in case of delivery after 4PM, Holidays and Non-working days.
4. Never supply material without PO. Never sent material more than PO qty.
5. Do not charge TCS on the invoice issued to MHL or any of its subsidiaries from 1st July 2021.
6. Purchase Order number should be mentioned in all invoices/delivery challans.
7. Invoice copy should be submitted along with delivery of good,without invoice copy consignment will not be accepted.
8. It is responsibility of the supplier to take required transit insurance till door delivery.
9. Brand should be same as mentioned in SKU.

Refer attached annexure for detailed terms & conditions.

Vinayak Dakve

**Buyer**

For 7000-Metropolis Healthcare Ltd

**AUTHORISED SIGNATORY**

**Annexure :**

General Terms & Conditions

**Prices and Delivery Schedule :**

- a) The confirmation of this purchase order shall be in writing within 7 (seven) days of the date on the order. If the purchase order is not accepted within 7(seven) days, Metropolis Healthcare Limited (hereinafter called "Company") shall be at liberty to cancel the same without incurring any liability whatsoever.
- b) The Company shall not be liable and/or responsible for any purchase order placed by unauthorized persons of Company.
- c) Prices, terms and conditions mentioned on the purchase order will be taken as firm and cannot be changed, altered or modified during the period of contract. After the acceptance of the Purchase Order, no changes shall be made without an order amendment. Any modifications of these terms and conditions must be in writing and with mutual consent.
- d) It is clearly understood between the parties that time of delivery of the product is the essence of this order. Therefore, all the material of this order should be supplied as per the directions specified on the order within the time specified therein, or as communicated by Company Authorised department / Personal by separate delivery schedule. The non-delivery of the product at the specified time shall be construed as the breach of material obligation by the supplier.
- e) The Supplier shall inform to company at the earliest, of the likelihood of any event or circumstances which may render it difficult for the supplier to fulfill the commitments under this order. The Supplier shall also inform the specific steps being taken by it to contain the problem as also the timeframe within which it would be able to overcome the problem. Such intimation shall not however, absolve Supplier towards its obligation stated in this order.

f) If the order is not executed within the specified period, it may be treated as cancelled. In such an event, the Company may buy such material from the open market for keeping the company's target delivery in time. The Supplier shall make good the loss or damages suffered by the Company.

g) The company reserves the right to have their representative verify / Audit the supplier's records related to the product / services provided in the PO & monitor supplier's production process, testing facilities, access to workshops where the ordered components are being produced and to inspect the ordered components in its premises.

h) The Supplier may, after written consent from the Company sub-contract the production of any part of the order and gives to the sub-contractor such information as is necessary for this purpose. The Subcontractor shall be bound by the confidentiality clause as set in this order. The Supplier shall remain directly liable and responsible to the company for the performance, acts and omissions of the sub-contractors.

i) The supplier shall maintain the records of production and Quality control activities. They shall maintain a batch code and supplier identification system and it shall be provided on each product, wherever practicable & Traceability

j) The supplier shall immediately take countermeasures whenever a quality problem is reported and shall inform Company in the prescribed time.

#### **1. Payments :**

a) Payments shall be released only for the products & services accepted by the Company as per the Payments terms mutually agreed to in the purchase order.

b) Company declines all responsibility of payment where proof of delivery affected cannot be given satisfactorily by the Supplier.

c) The delivery of products by the supplier to the Company will not constitute acceptance of the said products by the Company. Acceptance of the products will be completed and communicated only after inspection and satisfactory testing of the products by the Company. Till acceptance of the products by the Company the products shall remain with the Company on supplier's account on approval basis only. The risk of loss or damage to the product passes to the Company upon the acceptance of the products by the Company.

d) The Company reserves the right to reject if further defects are noticed even if in the first instance the products have been accepted by the Company and are paid for. Company's decision about such rejections at whatever time made shall be final and binding upon the supplier.

e) If Company may rejects any or all of the material supplied by the supplier/sub contractor due to quality of the product, Company may, in addition to all its other rights and remedies at law or equity, exercise one or more of the following remedies: (1) return rejected material for full credit at the price charged plus transportation charges from supplier's premises and return; or (2) accept a conforming part of any shipment; or (3) have rejected material replaced by supplier at the purchase price stipulated in this order. If product displays Company's logo and/or other identifying mark(s) and Supplier choose to scrap items, Supplier must destroy Company's logo and/or other identifying mark(s) from the product. If the products are not replaced within the stipulated time, Company reserves the right to buy the products from the open market on supplier's account and the amount would be deducted from the bill or debited to Supplier's account.

f) If the products are not approved by the Company for any reason whatsoever the Company shall not be liable to pay any sum on account of such rejected products.

g) The Company reserves the right to cancel or amend the order or any part thereof for the following reasons (a) irregularities in supply (b) rejections (c) escalation in prices (d) if the supplier fails to fulfill his obligation as per the order without assigning any reason. Company's decision shall be final in disputes arising out of Purchase orders. Money due to the Company either as damages or under any other order may be adjusted when settling payments against this order.

h) The Company assumes no obligations to products delivered in excess of those specifically ordered. Purchase Order number should be stated on the Challan and Invoice as otherwise material will not be accepted.

i) The invoice must be submitted in duplicate to the Company's respective office. Purchase order number, Date and Supplier's Delivery note no. must appear on the Invoice. The Invoice not fulfilling this requirement will be returned.

j) It is mandatory to adhere to all the Government statutory norms for manpower indirectly deployed for MHL jobs such as Minimum wages act, ESIC, PF etc., and submit the proofs every month along with invoices. Failing to submit the same invoices will go on hold.

#### **2. Warranty and Replacement parts :**

a) Order acceptance also implies that the products or parts are warranted against defects of design, manufacture, assembly or operation and against all defects in material used for an agreed warranty period as per the order.

b) In addition, the supplier shall guarantee Ten (10) years availability of the essential spare parts/replacement parts needed to maintain & repair the products and the same shall be available for purchase by Company for a reasonable price. The company acknowledges that such replacement parts, may not be exactly the same throughout the above mentioned period, but the Supplier shall ensure that the form, fit & function shall be such that the replacement parts can continue to be used by the company as if the original parts had been available and further that the same are compatible with the system / equipment.

#### **3. Indemnity :**

a) Supplier shall indemnify and save harmless Company, its affiliates and their customers, officers, directors, and employees (all referred to in this clause as "Company") from and against any losses, damages, liabilities, interests, fines, penalties, and expenses (including reasonable attorneys' fees and court costs) that arise out of or result from any and all claims (1) of infringement of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest, and (2) related by circumstances to the existence of this order or performance under or in contemplation of it. Such indemnification shall survive the expiration or termination of this order.

#### **4. Damage to third person / property :**

a) The Supplier agrees to indemnify, defend and hold harmless the Company, employees, successors and assigns from and against any losses, damages, claims, fines, penalties and expenses (including reasonable attorney's fees and court costs) that arise out of or result from: (1) injuries or death to persons or damage to property in any way arising out of or caused by services performed by, or material provided by Supplier or persons furnished by Supplier; (2) assertions under Workers' Compensation or similar acts made by persons furnished by Supplier or (3) any failure of Supplier to perform its obligations under this order.

b) All safety norms to be adhered while supply, installation & service of equipment's supplied or to be supplied. Complete responsibility will be with the supplier.

#### **5. Intellectual Property Rights :**

a) Intellectual Property means all processes, including business processes, domain names, ideas, data, inventions, discoveries, databases, documentation, data, codes, algorithms, Trade secrets, know-how, concepts, creations, developments, enhancements, works of authorship, programs, and technical, business and other information. All Intellectual Property and Information furnished or made available by Company to Supplier is the exclusive property of the Company. All such Intellectual Property and Information shall be used by Supplier only in connection with the performance of the Services and this order, and all copies of the such Intellectual Property and Information, together with any associated or derived material, notes and/or summaries (whether handwritten or mechanically produced) shall be delivered back promptly upon request or upon the termination of this order and in case where company decides to give no further orders to the supplier.

b) This information should not be utilized for providing same or similar services / products to any other party other than the Company. If the supplier manufactures excess quantity than the order placed with him, he shall reserve the same for ultimate sale to the Company on its demand. On no account the supplier will sell the products to any other party except with the written consent of the Company. The same condition applies to the supplies rejected by the Company at various stages.

c) Unless otherwise agreed between the parties hereto, all tools, equipment's, dies, jigs, specifications and other material furnished by the Company or paid for by the Company shall be and remain the sole property of Company, and shall be plainly marked and/or otherwise clearly identified as Property of company. Such property shall be stored separate and apart from Supplier's own property and except only reasonable wear and use, such property in the possession of the Supplier shall be kept at Supplier's risk and Supplier shall be responsible for the maintenance thereof. At Company's request such property shall be insured at Supplier's cost in amount acceptable to the Company with loss payable to the Company. Such property shall be used only in connection with the performance of the orders for the company only. Such property shall be subject to Company's inspection, Company's immediate possession in demand and Company's total

control. Such property shall be returned upon expiration or termination of this order.

d) If Supplier makes invention, devises or designs and develops a product, a method or process or know-how that competes with or is complementary to the information (specifications, drawings, test data or other information) furnished by Company, he shall forthwith intimate Company and grant to Company the right to use that Industrial Property Right, without any cost implication on Company's part. Any product cost reduction as a result of the above would be passed on to Company. The Industrial Property Right obtained through joint research of Company & Supplier shall become joint property of both the parties. However, it may be made sole property of either Company & Supplier upon consultation between Company & Supplier.

#### **6. Confidentiality and Publicity :**

a) All Intellectual Property & Information as defined in Article 6(a) furnished or made available by Company to Supplier is the exclusive property of the Company. All such Intellectual Property and Information shall be used by Supplier only in connection with the performance of the orders for the Company and the Supplier shall keep confidential & shall not disclose the same to any other party at any time during the life of this order and 3 (three) years after its termination, except where necessary to disclose the same to its employee or its subcontractors, for the purpose solely related to performance of the orders for the company and The Supplier shall take such steps as may be reasonably required to cause its employees or subcontractors to safeguard the confidentiality of such information, unless disclosure in confidence to a governmental agency is required by applicable law or governmental regulation or order.

b) The foregoing restrictions on disclosure & use will not apply to: Æ Information which is or becomes generally known or available through no act or failure to act by Suppliers / its sub contractors Æ Information, which is , proved by written records as already known by Suppliers / Its subcontractors at the time of receipt.

c) Supplier shall not, without Company's prior written consent, engage in publicity related to this order, or make public use of any Identification in any circumstances related to this order. "Identification" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of company or its affiliates. Supplier shall remove or obliterate any Identification prior to any use or disposition of any material rejected or not purchased by Company/Ordering Company. Their use in any manner in relation to the products of supplier not for use by the Company shall be strictly prohibited and in the case of violation of this condition the supplier shall be liable to legal action.

d) Upon Company's written request, "Insignia", including certain trademarks, trade names, insignia, symbols, decorative designs, or packaging designs of Company, will be properly affixed by Supplier. Such Insignia will not be affixed, used, or otherwise displayed on the material furnished or in connection therewith without written approval of Company. Company must approve the manner in which such Insignia will be affixed in writing in accordance with standards established by Company. Company shall retain all right, title and interest in any and all designs, finished artwork, and separations furnished to Supplier.

#### **7. Force Majeure :**

a) Neither supplier nor Company shall be held responsible for any delay or failure in performance of any part of this order to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, beyond its control and without the fault or negligence of the delayed or non-performing party or its subcontractors. Supplier's liability for loss or damage to Company's material in Supplier's possession or control shall not be modified by this clause. b) In the event such delay or non-performance continues for a period of at least sixty (60) days, the non-defaulting party may terminate, at no charge, this Order by giving notice to that effect.

#### **8. Termination :**

a) Each of the parties hereto not in breach of this order may, upon its election, and in addition to any other legal remedies that it may have, cancel and terminate this order without compensation, in the event of breach by the other party hereto of any provision of this order if such breach is not remedied by the other party within three (3) months after the notice requiring the same to be remedied is given to such party by any means of communication enabling the exact date of reception to be determined. Æ The provisions of the order that by their nature are intended to survive shall survive following expiry or termination of this order including not limited to: 1. The warranty & replacement parts as set forth in clause 3, 2. Satisfactory indemnification of the claims, if any raised on products supplied by the supplier, 3. The matters of Intellectual Property Rights set forth in clause 6, 4. Not to sell the products to any other party using the information provided by the company as set in clause 6(b) and observe confidentiality as set forth in clause 7, 5. Supply the balance products under this agreement / Purchase Order on the date of termination / expiry of agreement.

#### **9. Notices :**

a) Any notice, report, request or demand to be given hereunder or under any statute shall be in writing in English language and may be provided by delivery from hand to hand, by mail or by courier service, by facsimile to the respective parties or to such other address of a Party as that Party may notify the other one from time to time. Any notice given as aforesaid shall be considered as received by the other Party after delivery and shall be considered as received in case of (i) delivery from hand to hand: when being delivered; or (ii) courier service: on the fifth business day following date of dispatch; or (iii) facsimile: upon confirmation of receipt in writing. 10. Arbitration: a) Any differences or disputes arising out of or in connection with this order shall be settled by an amicable effort on the part of both parties. An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the parties to this Order so notifies to the other party in writing.

b) If an attempt at settlement has failed, the disputes or differences arising out of or in connection with the present order shall be finally settled in accordance with the Indian Arbitration and Conciliation Act 1996 (Act) as amended from time to time by sole arbitrator appointed by the Company in accordance with the Act . The decision of such arbitrator shall be final and binding up on each of the parties hereto.

c) The place of arbitration shall be Mumbai, India.

d) The arbitral award shall be substantiated in writing. The arbitral tribunal shall decide on the matter of costs of the arbitration.

e) The language to be used in the arbitration proceeding shall be English.

f) When any dispute is under arbitration, except for the matter under dispute the parties shall continue to exercise their remaining respective obligations under this agreement.

#### **10. Ethics and Code of Conduct :**

a) The Business Associate (or Name of party signing contract) agrees to conduct all its dealings with Company, its management, employees and other business associates, in a very ethical manner.

b) Company, in its Code of Conduct strictly prohibits its employees from demanding / accepting or payment of illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all their dealings with outside parties. A copy of MHL Code of Conduct is available to all Business Associates.

c) Company also requires the Business Associate, to refrain from giving or attempting to pay illegal gratification / bribes / kickbacks to any employee of the company. Any attempts to provide such personal gratification to any MHL employee will be viewed in a very serious manner and where there is confirmation of such instances, it may lead to : Æ Cessation of all business dealings with Company Æ Blacklisting with MHL and its associates for any future business Æ Levy of a financial penalty Æ Reporting of matter to law enforcement agencies Æ Appropriate legal action, where necessary.

d) The Business Associate will also provide all possible assistance to investigate any possible instance of unethical behaviour Code of Conduct violation by any employee of MHL or an employee of the Business Associate.

e) The Business Associate will disclose forthwith any breach of the MHL Code of Conduct that comes to its knowledge.

f) All business Associates are expected to confirm their compliance to Ethical dealings on an annual basis, by signing a certificate to the effect that the Business Associate has compiled to the MHL Code of Conduct in all their dealings with the company.

#### **11. Governing Law :**

a) This Order shall be governed by and construed in accordance with the laws of India, excluding any conflict of Law provision that would require the application of Laws of any other jurisdiction. The courts at Mumbai shall have the exclusive jurisdiction.