HDFC ERGO General Insurance Company Limited

PURCHASE ORDER

Vendor//Payee Name: AEON AIRCONDITIONING SOLUTIONS // AEON AIRCONDITIONING SOLUTIONS
Vendor no: 432981
Vendor Address: OFFICE NO108 109 DEVASHREE GARDENS WING D
RW SAWANT ROAD
Rutu Park THANE
Thane, 400601
MAHARASHTRA
Vendor Contact:

Purchase Order No: ADM/CE /2627/39086-0
Ref No./Quote No: 01
URS No. URS20557
Po Approval Date:
Contact Name: Mr. Amit Parab
Contact Number:

Dear Sir,
We are pleased to place the order for the items as mentioned below:-

Sr	Item Code	Item Description	UOM	Nos.	Rate	Amount (₹)
1	ADMOEAC9876	AC Units Low Side Work For Behala Satellite Branch	Each	1	166,700.00	166,700.00
					Sub Total	**166,700.00**
					Grand Total	**₹ 166,700.00**
Amount in words: Rupees One Lakh Sixty Six Thousand Seven Hundred Only						

*Above PO amount excluding taxes as per applicable, have not been included in the above PO amount.
With reference to the items ordered as above, kindly ensure timely delivery to be locations as per the approved quote.

Delivery Address :	**Billing Address :**
HDFC ERGO General Insurance Co.Ltd., Premises No 27, 1st Floor, K.M.C Premises No. 37,Jadu Colony,Banamali Ghosal Lane, Near Max Shopping Mall, Kolkata 700034,WB,INDIA Contact Person:Mr.Ashim Saha Telphone :8017770027 OR "As mentioned in the quote"	HDFC ERGO General Insurance Co.Ltd., Premises No 27, 1st Floor, K.M.C Premises No. 37,Jadu Colony, Banamali Ghosal Lane, Near Max Shopping Mall, Kolkata 700034,WB,INDIA

Payment Terms:
100% Post Installation Within 30 Days

Scope of Work:
ACs Low Side Work As Per BOQ

Delivery Date:
31-DEC-26

Purchase Order Period:
Start Date: NA | End Date:- NA

Agreement Validity:
Start Date:- NA | End Date:- NA

PO# : ADM/CE /2627/39086-0 (Amount : 166,700.00) CAPEX-->URS20557
Approval: 0/1

PURCHASE ORDER

General Terms & Conditions :

1. In these conditions:

a) Buyer means HDFC ERGO General Insurance Company Limited.

b) Seller/Supplier/Service Provider means the Seller/Supplier of the goods or services specified in the Purchase Order.

c) Specifications or Scope of work means the product design or service requirement as intimated to the Seller by the Buyer in writing from time to time.

d) "Delivery Date" means the date of delivery for Goods or performance of Services as specified in a Purchase Order.

e) "Delivery Point" means the location identified by Buyer in the Purchase Order to which the Supplier is to deliver Goods and/or perform the services, or such other delivery area or point which is specified in writing by Buyer.

2. General

2.1 Seller / Supplier must accept and acknowledge the purchase order / work order and forward the same to the user department. Seller / Supplier must supply the product or begin the service on receipt of purchase order as per the agreement time schedule.

2.2 The acceptance of this PO by the Seller/Supplier includes acceptance of the terms and conditions as the sole basis for the sale / supply of services and to the exclusion of any conditions of sale / Services appearing on any document of Seller/Supplier. Modification of these conditions of sale / Services as well as any changes to this PO will only be effective if the same is in writing and accepted by the Authorized Officer of the Buyer. The Buyer will not be liable to accept or pay for any Goods/Services supplied or work done, unless ordered on the Buyers official printed PO form duly signed by an authorized officer of Buyer.

2.3 The terms and conditions / scope of work of this PO shall govern/override any additional or inconsistent terms or conditions included in Seller/Suppliers quotation or other documents.

2.4 All payments are made in INR or otherwise if specifically mentioned in the PO. All prices shown in the PO are fixed and are not subject to change without prior approval from the authorized Officer of Buyer.

2.5 Buyer may make changes to the PO including the specifications and products for specially manufactured goods / Services, place of delivery, etc. by giving a notice to the Seller/Supplier.

3. Warranties

3.1 The Goods / Services shall:

a) befit for the purpose for which Goods / Services of the same kind are commonly supplied and any other purpose made known to the Seller/ Supplier.

b) be of merchantable quality and to be free from defect in material and workmanship.

c) Carry all applicable manufacturer's warranty which will be passed on to HDFC ERGO

d) be supplied/ delivered/ performed after procuring all the requisite licenses/ permissions/ NOC from respective authorities / Societies including Government and statutory bodies, as may be applicable

4. Delivery of Goods

4.1 Seller/Supplier shall, at its own expense, pack, load, and deliver Goods to the Delivery Point and in accordance with the invoicing, delivery terms, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to Seller/Supplier by the Buyer in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, packaging or similar

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charges unless provided for in the applicable Purchase Order or otherwise agreed to in writing by Buyer.

4.2 All Goods are received subject to inspection within a reasonable time after delivery or before delivery at the Buyers discretion. Signed delivery dockets shall not deem to mean acceptance by the Buyer of Goods as regards the quality but only as regards the number of packages or cartons delivered. The Buyer must promptly notify the Seller/Supplier of any shortages/defects in the Goods and the Seller/Supplier shall at their/ his own cost replace the defective Goods within 7 days of notice of the same. If the Seller/Supplier fails to replace the defective Goods with new goods which are free from defects, then the Buyer may return the defective Goods to the Seller/Suppliers premises at the Seller/Suppliers expense and risk and the expense so incurred shall be either paid directly by the Seller or incase the expenses are incurred by the Buyer, the same shall be set off by the Buyer against any moneys otherwise due by the Buyer to the Seller/Supplier or against future supplies. The Seller/Supplier shall allow the Buyer to inspect and test Goods before the actual delivery i.e. during manufacture, processing or storage. If the Buyer highlights any changes in the quality etc., the Seller shall carry out the same as agreed by the Buyer. It is agreed between Buyer and Seller that Such inspection shall not release the Seller/Supplier from any of its obligations.

4.3 Time is of the essence with respect to delivery of the Goods and performance of Services. Goods shall be delivered and Services performed by the applicable Delivery Date. Seller/Supplier must immediately notify Buyer if Seller/ Supplier is likely to be unable to meet a Delivery Date. It is agreed that the Goods shall be delivered in the agreed quantity and without any defect of any kind whatsoever. The Buyer cannot be held responsible for any loss during the transit and the Seller shall ensure requisite insurance, as may be applicable. Upon delivery, if the Buyer notice any defect/ deficiency in the goods & services, the Buyer shall highlight the same to the Seller and the Seller shall agrees to replace such goods with defect free items within __3__ days from the date of receipt of intimation or immediate as per urgency of the requirement. If the quantity of the ordered goods is lesser than the ordered quantity, the Buyer may either reject the delivery and/ or accept the (partial) delivery with a condition that the remaining quantity shall be delivered within 3 hours. The Seller shall be responsible for ensuring return of the Goods rejected by the Buyer.

4.4 Title shall pass to Buyer upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the Buyer in writing. Buyer has no obligation to obtain insurance while Goods are in transit from Supplier to the Delivery Point.

5. Compliance with applicable laws: While carrying out the obligations under the PO, including the performance of Services, if applicable, the Supplier shall at all times comply with all applicable laws, regulations, notifications and quality standards. Supplier shall obtain all applicable permits, licences, exemptions, consents and approvals required for the Supplier to manufacture and deliver the Goods and perform the Services. All disputes arising from the PO shall be governed by the laws of India. Applicable for organizing Events: The Service Provider shall ensure that the requisite NOC/ Permission is obtained from the Owner/ Society for playing the music/ songs during the Event.

6. Indemnities: Supplier shall indemnify, defend and hold harmless Buyer, its Affiliates, and their respective officers, directors, employees, consultants, and agents from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the Buyer arising out of:

(a) death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods or deficiency in Services, or from the failure of the Goods or Services to comply with the warranties; (b) any claim that the Goods or Services infringe or violate the Intellectual Property Rights or other rights of any person or entities; (c) any intentional, wrongful or negligent act or omission of Supplier or any of its Affiliates; (d) Supplier's breach of any of its obligations set out herein; or (e) any liens or

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encumbrances relating to any Goods or Services under this PO. Further, in case of any claim against the Company by such Owner/ Society, including but not limited to, PPL/ IPRS/ Novex/ ISRA/ RMPL/ local Police Station and/ or the Municipal Corporation, the Service Provider/ Supplier shall keep HDFC ERGO indemnified against any such demand or claims.

7. **Advertising:** The Seller/Supplier must not, without the Buyers prior written consent, in any manner advertise or publish the fact that the Seller/Supplier has contracted with the Buyer with regard to the Goods/Services.

8. **Delivery documents:** The Seller/Supplier must invoice the Buyer within 5 days from delivery of goods or Services or as per agreed T&C, with appropriate supporting documents, monthly statements of account and other documents as may be informed by Buyer from time to time. Original invoice, delivery challan, installation report signed and stamped by authorized employee of the Buyer's concerned user department.

   In the event of delay in the receipt of any of the aforementioned documents within the stipulated time, Buyer reserves the right to inflict a penalty of 5% of the Purchase Order value (as defined in the Purchase Order) for each week of delay calculated on pro-rata for the period of delay which shall be deducted from the amount payable under the invoice.

9. **Cancellations**

   The Buyer reserves the right to cancel this PO if

   a. the complete number of the Goods and/or services ordered is/are not delivered to the Delivery Point on the Delivery date specified in this PO, i.e. there is a deficiency in the number of goods delivered or services ordered vis a vis the ordered quantity.

   b. the Seller/Supplier is in breach of any of its obligations contained in this PO or any other PO between Buyer and Seller/Supplier;
   c. the Seller/Supplier is likely to, or goes into, any form of Bankruptcy or liquidation;
   d. by serving 15 days written notice, without assigning any reason;

   The Seller/Supplier shall not have any claim whatsoever in law or in equity against the Buyer if the Buyer cancels the PO under the preceding sub-clause;

   The Seller/Supplier must in addition to any other liability, pay the costs of removing the Goods from the Buyers premises, if the Buyer cancels the PO for any of the reasons as set out in Clause 7 (a) to 7 (c) above.

10. **Force Majeure:** Neither Party will be liable for failure to perform, is such failure is caused by Force Majeure events. If the disruption due to Force Majeure lasts for more than 15 days, then other party will have the option to cancel this PO or extend the same for a mutually agreed time frame.

11. **Jurisdiction:** The terms of the PO shall be governed by, and construed and enforced in accordance with, the laws of India and the Courts in Mumbai shall have exclusive jurisdiction.

12. **Consumption based payment:**

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By issuance of this PO, the Buyer has not given any commitment of any quantity or a fixed value. "Purchase Order value" indicates the maximum estimated quantity which the Buyer may choose to purchase from the Seller and the same cannot be construed as a commitment of any kind. The Buyer shall be liable to settle the invoice against the actual consumption / utilization."

13. Price and Payment Terms:

13.1 The PO is placed on a firm price basis in accordance with the price(s) listed in the PO and is not subject to increase in price, without the Buyer's prior approval in writing and includes the cost of packaging and delivery to the destination stated in this PO and the off-loading of the Goods by the Supplier at the point of destination.

13.2 The price is exclusive of all taxes levied and is payable / deductible at actuals, unless specified in the PO or agreement

13.3 The Seller / Supplier acknowledge that under the GST regime, credit for the GST towards services availed by the Buyer would be allowed to the Buyer provided the Seller / Supplier has paid full tax (GST) to the respective Government/s. The Seller / Supplier hereby confirms that it will provide a valid tax invoice containing all details as prescribed under GST Rules, deposit the applicable GST, including the amount/s collected from the Buyer and file the requisite returns as per the applicable GST laws within the stipulated time under law in force for the time being.

13.4 The Seller / Supplier confirms to abide by the GST law, both Central and State and the rules notified there under and shall deposit the GST collected from the Buyer with the Government of India within the stipulated time under law in force for the time being.

13.5 The Service Provider acknowledges the fact that the Buyer shall receive the input tax credit of the GST charged on the invoice post filing of the correct GST returns basis which the amount shall appears in the credit ledger of the Buyer on the GST portal.

13.6 In the event, input tax credit does not appear in the credit ledger of the Buyer, the Buyer shall provide a notice / email to the Service Provider along with a copy of the document, if any, indicating the denial or delay of any credit, refund or other benefit and provide a time period of 30 days allowing the Service Provider to present documents indicating the fulfillment of its duties under this clause. Further that if the credit in respect of GST paid by the Buyer to the service provider is denied due to any of the reasons / grounds listed in Section 38 of the Central GST Act, the payment for the GST component will be withheld, till the time the Buyer is permitted to avail Input Tax Credit.

14. Penalty: The penalty clause shall be as is mentioned in the final quote submitted by you. In the event, the final quote is silent on the clause of penalty, the penalty shall be 5% of Purchase order value inclusive of taxes & charges shall be levied if you fail to adhere to complete the product delivery/installation within the time specified in the Purchase Order or in the event the quality of the goods supplied do not match with the approved sample of the goods evaluated by the Buyer. If the Product Delivery/ installation is delayed beyond 2 weeks from specified date, the Buyer reserves the right to levy further penalty as deem fit.

15. Sub-contracting: The Seller/ Supplier shall not sub-contract the whole or a substantial portion of the PO unless there is a prior written consent of the Buyer.

16. Environment and Sustainability

The Seller/ Supplier confirms that they will not harm the environment as may be required under the Applicable Law or otherwise.

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17. Anti Bribery

As an integral part of this Agreement, the Seller / Supplier hereby represents that no employee of the Buyer is related and/or holds any interest with the Seller/ Supplier and the Seller/ Supplier or any of its official or representatives shall not give or promise to give any money or gift to any employees/ official of the Buyer to influence its decisions regarding this Agreement, nor shall it exert or utilize any unlawful influence to solicit or secure this Agreement through a promise to pay a commission, percentage, brokerage or contingent fee. Further, the Seller/ Supplier warrants that it shall not give or promise any such gift in cash or kind, or exert or utilize such unlawful influence during the term of this Agreement or to secure or solicit any extension thereof. It is agreed that breach of this representation and warranty clause shall be sufficient grounds for the Buyer to terminate this Agreement without prejudice to other remedies available at law. Breach of this clause shall also be sufficient ground for the Buyer to withhold any and all payments which may be due to the Seller/ Supplier and for Company to file legal actions as may be necessary.

The Seller/ Supplier hereby represents and agrees that, in order to gain a business advantage, it shall not make or promise to make any bribe or unlawful payment to a Public Official or a Political candidate or party or its official.

18. Advances

18.1. In case any earnest money or advance pay-out or any amount disbursed to the Service Provider/ Supplier in any form to enable the Service Provider/ Supplier to discharge the responsibilities mentioned in the agreement / PO, the receipt whereof shall be acknowledged by the Service Provider/ Supplier. It is further agreed that the fees of the Service Provider/ Supplier from time to time shall be adjusted/ set off from the amount of earnest money or advance mentioned above till the said amount is exhausted. Once the entire advance is adjusted/ set off against the services availed/ material procurement post granting of advance, the remaining fees as per the invoices raised by the Service Provider shall be payable by the Buyer to the Service Provider / Supplier.

18.2 It is further agreed that, in case the entire advance is not exhausted against the services availed for any reason whatsoever, the Service Provider / Supplier shall refund the balance advance amount within 30 days from the date of demand from the Buyer. In case the Service Provider / Supplier fails to refund the amount as mentioned above, the Buyer shall be entitled to charge interest @ 18% per annum until the entire amount is paid by the Service Provider/ Supplier. The decision of the Buyer shall be final and binding on the Service Provider/ Supplier.

19. Above terms & conditions of this PO supersedes the terms & condition of the quotes / proposal submitted earlier by the Seller. However, the terms and conditions of the contract, if any, executed prior or after execution of this PO, shall prevail over this PO unless otherwise agreed between the Parties.

Kindly acknowledge the receipt of the Purchase order under the seal and stamp of your company within three days from the date of receipt thereof. In the event of no response from your end in this regard, the purchase request shall be deemed to have been accepted by you on the date of its actual receipt at your end with no amendments or alterations.

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PURCHASE ORDER

For HDFC ERGO General Insurance Co. Ltd.

Sign: This is digital PO, no signature is required

PO# : ADM/CE /2627/39086-0 (Amount : 166,700.00) CAPEX-->URS20557

Approval: 0/1