MAHINDRA & MAHINDRA LTD.

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

PURCHASE ORDER / CONTRACT / SCHEDULING AGREEMENT / WORK ORDER

Vendor Code: AEON230522

Vendor Name & Address:

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

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

PO NO. : A002/A3U/3200262378
DATE : 28.01.2025
BUYER : Amol Gade
GST NO. : 27AAACM3025E1ZZ

Reference : AS PER RATE CONTRACT PRICELIST 26TH SEP'2024
HI END PO 3200262374 (DAIKIN)

Incoterm : Free del.to stores-Frgt.paid AT M&M SITE

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 : 28.03.2025	90.00	M	950.00	85500.00
20		S&I OF ELECTRICAL CABLE Delivery date : 28.03.2025	90.00	M	150.00	13500.00
30		S&I OF DRAIN PIPE (32 MM) Delivery date : 28.03.2025	90.00	M	140.00	12600.00
40		SUPPLY OF OUTDOOR STAND Delivery date : 28.03.2025	6.00	NOS	3000.00	18000.00
Amount in Words (INR)	RUPEES ONE LAKH TWENTY NINE THOUSAND SIX HUNDRED ONLY				Total PO Value:	129600.00

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.

JAYESHKUMAR CHIMANLAL LAD

Digitally Signed By: JAYESHKUMAR CHIMANLAL LAD
Date: 2025.02.06 13:29:02 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

Acceptance of this Order/Contract/Scheduling Agreement constitutes an acceptance of the terms and conditions on the face.
PL. MENTION PARTNO., YOUR PART NO (if any), P.O.NO. AND VENDOR CODE ON ALL CHALLANS AND BILLS.
GST Number 27AAACM3025E1ZZ

REGD. OFFICE:Gateway Building, Near Gateway Of India.Apollo Bunder, Mumbai -400039
Telephone No. -.
Website :WWW.MAHINDRA.COM CIN :L65990MH1945PLC004558
GST No.27AAACM3025E1ZZ PAN No. .

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Mumbai 400101
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TEL: 9820580008 FAX:
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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 :

.

ACCOUNTS TO:--

Mahindra & Mahindra, AS,
AKURLI ROAD,KANDIVLI (EAST),
MUMBAI 400101.

****

DELIVERY ADDRESS :

MAHINDRA & MAHINDRA LTD,
FARM EQUIPMENT SECTOR,
AKURLI ROAD,KANDIVLI(EAST).
MUMBAI:400101.

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****

(FOR TECHNICAL ISSUES / DELIVERY)

CONTACT PERSON - SHAILESH GHORPHADE
CONTACT DETAILS - 9004070729

****

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.

For MAHINDRA & MAHINDRA LTD.

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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 FROM COMMISSIONING

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 :
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 : 1500259131
17.FORCE MAJEURE:

FORCE MAJEURE SHALL MEAN ANY CAUSE, EXISTING OR FUTURE

For MAHINDRA & MAHINDRA LTD.

JAYESHKUMAR CHIMANLAL LAD

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BUYER : Amol Gade
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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 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

For MAHINDRA & MAHINDRA LTD.

JAYESHKUMAR CHIMANLAL LAD

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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.

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

For MAHINDRA & MAHINDRA LTD.

JAYESHKUMAR CHIMANLAL LAD

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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 INTEGRAL PART OF THIS PO.

For MAHINDRA & MAHINDRA LTD.

JAYESHKUMAR CHIMANLAL LAD

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