



**Culinary Brands India Private Limited (Formerly known as
Eversub India Private Limited)**

PURCHASE/SERVICE ORDER

**Approval In
Progress**

Vendor Details

Vendor Name	PAN CARD	GST No	E-mail Address	Payment Terms	Terms and Conditions
Aeon Airconditioning Solutions	AYYPS2229K	27AYYPS2229K1ZK		30 DAYS	100% after completion
Vendor Address			Office No 108 & 109. Devashree Garden Commercial Complex. R. W. Sawant Marg		

Company & PO Details:

PO Number	PO Date	Location	PO Currency	Store Code	Company GST No.
CP-2526-006805	1/8/2026	Mumbai R City Mall Ghatkopar	INR	TBR	06AAGCS5808M1ZZ
Reg. Address			Block A, First India Place, M G Road, Sushant Lok Phase 1, Gurugram, Haryana, 122002		

Bill To:	Ship to:
..	..

S.No	Item Name	Item Description	UOM	HSN Code	Qty	Unit Rate	Base Amount	Tax Amount	Total Amount
1	AC Installation		NOS	995463	1	79000	79000.00	14220.00	93220.00
Total							79000	14220.00	93220.00
Amount in Words: Rs. Ninety Three Thousand Two Hundred and Twenty Only						Total Amount:	93220.00		

PURCHASE/SERVICE ORDER

ANNEXURE II - GENERAL TERMS & CONDITIONS:

1. DEFINITIONS

"Applicable Laws" means all laws, statutes, rules, regulations, codes, treaties, of any national, state or local government or any statutory or regulatory authority; all orders, decrees, rules, directions, guidelines, notifications or interpretations of any executive, administrative, judicial or quasi-judicial body; all as in force and effect from time to time. "Company" means Culinary Brands India Private Limited (Formerly known as Eversub India Private Limited), a company incorporated under the laws of India and having its offices at [address to be inserted]. "Confidential Information" means any and all technical, financial, operational, business or other information or data that is disclosed orally, in writing, in machine readable form, electronically, by visual presentation, by delivery of items, by permitting access to such information or sites or otherwise, by or on behalf of the Company to the Supplier. "Deliverable" means any deliverable whether tangible or intangible or other product or result from Services referred to in a Purchase Order, and any related materials, data, documentation, and includes any Intellectual Property Rights developed by Supplier pursuant to such Purchase Order. "Delivery Date" means the date of delivery for Goods or performance of Services as specified in the Purchase Order. "Delivery Point" means the location identified by the Company in the Purchase Order to which Supplier is to deliver Goods and/or perform the Services, or such other delivery area or point which is specified in writing by the Company. "Force Majeure" means any event or circumstance or combination thereof, which satisfies all of the following (i) materially and adversely affects performance of an obligation by a Party; (ii) are beyond the reasonable control of affected Party (iii) are such that affected party could not have prevented or reasonably overcome with exercise of reasonable skill, care and diligence; and (iv) do not result from negligence, misconduct, breach or default on part of affected Party. Force Majeure includes following events and circumstances provided they satisfy foregoing conditions: war (whether declared or undeclared), national emergency, riots, commotion, act of sabotage, revolution, act of terrorism, explosions, radioactive or chemical contamination, strikes or lockouts, fire, floods, earthquake, severe weather conditions, tidal wave, cyclones, tornado, epidemics, pandemics, lockdown or any restriction imposed by any relevant governmental authority. "General Terms & Conditions" or "GTC" means these General Terms and Conditions which are an integral part of this Purchase Order and constitute the agreement between the Company and the Supplier for the purchase of the Goods and/ or Services as detailed in this Purchase Order. "Goods" means the goods that are required to be delivered by Supplier pursuant to the Purchase Order, and include all materials, component parts, packaging and labelling of such goods." "Order Amendment" means Company authorised Order Amendment to Purchase Order or series of Order Amendments, each order amendment having precedence over any earlier Order Amendment. "Party" means each of the "Company" and the "Supplier" individually and Parties means the Company and the Supplier, collectively. "Purchase Order" means Company authorized Purchase Order having these General Terms & Conditions attached to it or referring to these General Terms & Conditions and shall include all annexures thereto. "Services" means the services, works, deliverables of every kind and nature to be provided or performed by the Supplier set out in the Purchase Order. "Specifications" means the requirements, attributes and specifications for the Goods or Services that are set out in the Purchase Order. Specifications also include: (a) documentation published by Supplier relating to the Goods and/ or Services; (b) operational and technical features and functionality of the Goods and/ or Services; (c) standards or levels of service performance for Services; and (d) Company's business requirements that are expressly set out in the Purchase Order. "Supplier" means the person, firm or company to whom Purchase Order is addressed and any employees, sub-contractors or agents of said person, firm or company. "Warranty Period" means in respect of any Goods or Services, the longer of: (i) the express written warranty period provided by Supplier for the Goods or Services; and (ii) the period commencing on the date of Acceptance of such Goods or Services and ending on the date that is one (1) year from that date.

2. PURCHASE ORDER AND MASTER AGREEMENT.

The Parties agree that if they have entered into any currently valid agreement (by whatever name called) in relation to supply or provisions of any goods or services or any other merchandise covered under this purchase order, whose terms are applicable to all purchase orders in relation to such goods or services or any other merchandise (Master Agreement), then the terms of such Master Agreement shall supersede the terms of these General Terms and Conditions to the extent of any conflict that may exist between such terms. The Purchase Order shall comprise (in order of precedence): (i) Agreement (if any referred in the Purchase Order), (ii) Purchase Order, (iii) any Specifications or other documents expressly referenced in the Purchase Order, (iv) these General Terms & Conditions, and (v) any Order Amendments and any other documents referred to therein. These General Terms and Conditions shall supersede any conditions contained in any documents submitted by Supplier (such as invoices, warranty certificate, proposals, completion certificate, etc.) whether or not the same have been signed by Company. The Company may cancel the Purchase Order and any Order Amendment thereto at any time by sending a fifteen (15) days' prior written notice of termination from the date of issuance of Purchase Order to the Supplier. Supplier will comply with any instructions that the Company may issue with regard to Goods/ Services. Under no circumstances shall the Company be liable for any loss or damages to the Supplier resulting from the termination.

3. PRICE.

Prices for the Goods and/or Services are set out in this Purchase Order. Price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed to in advance in writing by the Company. Supplier will issue all invoices on a timely basis. All invoices delivered by Supplier must be as per the Company' instructions, and at a minimum shall reference the Purchase Order. Company shall not be held responsible for delays in payment caused by Supplier's failure to comply with Company invoicing instructions. Company will pay the undisputed portion of properly rendered invoices within thirty (30) days from the receipt of invoice. Company shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the Parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of the GTC nor shall any interest be charged on such amounts. Notwithstanding the foregoing, Company agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein. The invoices shall be submitted by the Supplier within fifteen

(15) days from the completion of Service or delivery of Goods. Company shall not be responsible to make any payment to the Supplier over and above the amounts mentioned in this Purchase Order. Supplier shall seek the Company's approval, two (2) days in advance in the event of any deviation from what has been agreed under this Purchase Order. Company will not be responsible for any payments if prior approval is not sought by the Supplier.

4. TAXES.

Unless otherwise stated in a Purchase Order, all prices or other payments stated in the Purchase Order are exclusive of any taxes. Supplier shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s). Company will pay all applicable taxes to Supplier when the applicable invoice is due. Supplier will remit all applicable taxes to the applicable government authority as required by Applicable Laws. Notwithstanding any other provision of the GTC, Company may withhold from all amounts payable to Supplier all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by Applicable Laws.

5. DELIVERY OF GOODS AND SERVICES.

(i) Supplier agrees to supply and deliver the Goods to the Company and to perform the Services, as applicable, on the terms set out in the GTC; (ii) Supplier shall, at its own expense, pack, load, and deliver Goods to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to Supplier by Company in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the Purchase Order or otherwise agreed to in writing by the Company. (iii) 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. Supplier must immediately notify the Company if Supplier is likely to be unable to meet a Delivery Date. If Goods or any part thereof are not delivered and/ or Services or any part thereof are not completed, within the time or times specified in Purchase Order then Company may at its own discretion purchase the Goods and/ or have the Services performed by any third party and any additional costs incurred by Company in this regard shall be to account of Supplier. This shall not affect any other rights that the Company may have against Supplier for breach of any of the terms of Purchase Order. (iv) Title and risk of loss or damage shall pass to the Company upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the Company in writing. Company has no obligation to obtain insurance while Goods are in transit from Supplier to the Delivery Point.

6. SERVICES ON THE COMPANY'S PREMISES.

If Purchase Order involves any Services which Supplier shall perform on Company's premises (site) then the following conditions shall apply: (i) Supplier shall ensure that its employees, subcontractors and their employees and any other person associated with Supplier will adhere in every respect to all legal requirements in relation to health, safety and environment and obligations imposed on Supplier by Company; (ii) Supplier shall comply with all of Company's instructions and follow working hours, access control requirement, permits, safety and security requirements as may be intimated by Company from time to time;(iii) Unless agreed otherwise, Company shall not provide any utility, facility, site equipment, etc. for performance of Services. Supplier shall make its own arrangement at its sole cost; and (iv) Supplier shall be solely responsible and liable for payment of salaries and other legal dues and for the compliance with all Applicable Laws, including without limitation, Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act, 1948 and Workmen Compensation Act, 1923; in respect of its employees or any other personnel engaged by it.

7. INSPECTION; ACCEPTANCE & REJECTION.

(i) All shipments of Goods and performance of Services shall be subject to Company's right of inspection. Company shall have thirty (30) days (the "Inspection Period") following the delivery of the Goods at the Delivery Point or performance of the Services to undertake such inspection, and upon such inspection Company shall either accept the Goods or Services ("Acceptance") or reject them. Company shall have the right to reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective. In addition, Company shall have the right to reject any Goods or Services that are not in conformance with the Specifications or any term of these GTC. Transfer of title to the Company of Goods shall not constitute Company's Acceptance of those Goods. Company shall, within the Inspection Period, provide Supplier notice of any Goods or Services that are rejected, together with the reasons for such rejection. If Company does not provide Supplier with any notice of rejection within the Inspection Period, then Company will be deemed to have provided Acceptance of such Goods or Services. Company's inspection, testing, or Acceptance or use of the Goods or Services hereunder shall not limit or otherwise affect Supplier's warranty obligations hereunder with respect to the Goods or Services, and such warranties shall survive inspection, test, Acceptance and use of the Goods or Services. (ii) Company shall be entitled to return rejected Goods to Supplier at Supplier's expense and risk of loss for, at Company's option, either: (a) full credit or refund of all amounts paid by Company to Supplier for the rejected Goods; or (b) replacement Goods to be received within the time period specified by Company. Title to rejected Goods that are returned to Supplier shall transfer to Supplier upon such delivery and such Goods shall not be replaced by Supplier except upon written instructions from the Company. Supplier shall not deliver Goods that were previously rejected on grounds of non-compliance with this GTC, unless delivery of such Goods is approved in advance by Company and is accompanied by a written disclosure of Company's prior rejection(s).

8. WARRANTIES.

a. Product Warranties. Supplier warrants to Company that during the Goods Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) new, unless otherwise agreed to by Company; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the Specifications; (vi) free from any liens or encumbrances on title whatsoever; (vii) in conformance with any samples provided to Company; and (viii) compliant with all Applicable Laws. b. Service Warranties. Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Services under the GTC; (ii) in accordance with all Specifications and all Company's policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. The Company may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Company, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of the Company. c. Intellectual Property Warranty. Supplier further warrants to Company that at all times all Goods and or Services (including any Deliverables) will not be in violation of or infringe any Intellectual Property Rights of any person. d. Manufacturer Warranties. Supplier shall assign to Company all manufacturer's warranties for Goods not manufactured by or for Supplier and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to Company.

9. WARRANTY REMEDIES.

(i) In the event of breach of any of the warranties in Section 8, and without prejudice to any other right or remedy available to the Company (including the Company's indemnification rights hereunder), Supplier will, at the Company's option and Supplier's expense, refund the purchase price for, or correct or replace the affected Goods, or re-perform the affected Services, within 10 day(s) after notice by the Company to Supplier of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, transport the Goods from the Company to Supplier, and return shipment to the Company, and costs resulting from supply chain interruptions, will be borne by Supplier. If Goods are corrected or replaced or Services are re-worked, the warranties in Section 8(a) will continue as to the corrected or replaced Goods for a further Goods Warranty Period commencing on the date of Acceptance of the corrected or replaced Goods by the Company. If Supplier fails to repair or replace the Product within the time periods required above, the Company may repair or replace the Goods at Supplier's expense. (ii) In the event that any Goods provided by Supplier to the Company are subject to a claim or allegation of infringement of Intellectual Property Rights of a third party, Supplier shall, at its own option and expense, without prejudice to any other right or remedy of the Company (including the Company's indemnification rights hereunder), promptly provide the Company with a commercially reasonable alternative, including the procurement for the Company of the right to continue using the Goods in question, the replacement of such Goods with a non-infringing alternative satisfactory to the Company, or the modification of such Goods (without affecting functionality) to render them non-infringing.

10. RECOVERY OF SUMS DUE

Whenever under the Purchase Order any sums of money shall be recoverable from or payable by Supplier, they may be deducted from any sums then due, or which at any later time may become due to Supplier under this Purchase Order or under any other Purchase Order or contract that the Supplier may have with the Company.

11. INDEMNITY AND INSURANCE.

(i) Supplier shall indemnify Company against all losses, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which Company may incur (other than as a result of any default or neglect of the Company or of any person for whom the Company is responsible) in respect of: (a) personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or neglect of Company or any person for whom Company is responsible) which shall have occurred in connection with any Goods supplied and/ or Service provided by Supplier under this Purchase Order or shall be alleged to be attributable to some defect in the Goods and/ or Services; (b) personal injury to or death of any of Supplier's employees, agents, sub-contractors or other representatives whilst on the Company premises whether or not such persons are (at the time of such personal injury or deaths are caused) acting in the course of their employment;

12. FORCE MAEJURE

Neither Party shall be liable to the other for any delay or failure in the performance by it of any obligation under this GTC, to the extent affected or prevented by an event of Force Majeure, provided that the Party affected by the Force Majeure shall provide notice thereof to the other Party as soon as practicable, but in any event not later than seven (7) days after the date on which the affected Party knew or should reasonably have known of the commencement of the event of Force Majeure. Affected Party shall use its reasonable endeavours to mitigate the adverse effects of the Force Majeure event affecting it and shall seek reasonable alternative means for delivery of the Goods and/ or performance of Services to the extent not affected by the event of Force Majeure. Neither Party shall be entitled to make any claim for fees, costs or expenses incurred as a result of an event of Force Majeure. The Company shall not be liable to pay any fee to Supplier for the duration of the Force Majeure, unless Supplier continues to deliver the Goods and/ or provide the Services in the manner and as per the terms of the Purchase Order and except for payments accrued due and payable to Supplier for the Goods delivered and/or Services provided prior to the occurrence of such Force Majeure Event.

13. CONFIDENTIALITY AND USE OF INFORMATION

Supplier shall keep confidential all information obtained under or in connection with Purchase Order. Any information derived from Company's Confidential Information or otherwise communicated to Supplier in connection with Purchase Order shall be kept secret and confidential and shall not, without the consent in writing of Company, be published or disclosed to any third party, or made use of by Supplier except for the purpose of implementing Purchase Order. Supplier shall divulge confidential information only to those employees who are directly involved in Purchase Order and shall ensure that such employees are aware of and comply with these obligations as to confidentiality. The provision of this clause shall continue in perpetuity.

14. NON-OBSERVANCE OF CONDITIONS

If Supplier breaches or fails to observe any provision of this Purchase Order, the Company may give Supplier written notice of such breach or non-observance and Supplier shall have five (5) days or such other period as may be agreed between Parties from receipt of the notice in which to rectify the breach or non-observance. Should Supplier fail to rectify the breach or non-observance, then Company shall have the right to forthwith terminate Purchase Order by giving written notice to Supplier.

15. INSOLVENCY

If Supplier becomes insolvent or bankrupt or (being a Company) makes an arrangement with Supplier's creditors or has an administrative receiver or administrator appointed or commences proceedings to be wound up (other than for the purpose of amalgamation or reconstruction), Company may, without prejudice to any other rights that Company may have against Supplier, forthwith terminate Purchase Order by written notice to Supplier or any person in whom Purchase Order may have become vested.

16. ASSIGNMENT

Supplier shall not assign Purchase Order or any part thereof without the prior written consent of the Company. The Company may, at its sole discretion, deny any such consent for assignment without assigning any reasons therefor. The restriction contained in this condition shall not apply to sub-contracts for materials, for minor details or for any part of which the make are named in Purchase Order. Supplier shall be responsible for all Work done and goods supplied by all sub-contractors in relation thereto.

17. COMPLIANCE WITH APPLICABLE LAWS

Supplier shall comply with all Applicable Laws as applicable to Supplier for Goods/ Services provided hereunder. Supplier shall pay and discharge, at its expense, any and all expenses, charges, fees and taxes arising out of or incidental to the carrying on of its business including, without limitation, workmen's compensation, unemployment insurance and any other amounts with respect to its employees. Supplier shall not give, provide or offer to Company staff and agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Clause, Company shall, without prejudice to any other rights that it may possess, be at liberty forthwith to terminate this and any other Purchase Order and to recover from Supplier any loss or damage resulting from such termination. Supplier shall adhere to the Code of Business Conduct followed by Company, Company's Code of Business Conduct shall form an integral part of this GTC and has been unequivocally and unconditionally accepted by Supplier. The Company shall not be liable or responsible for any breaches or violations committed by Supplier.

18. LIQUIDATED DAMAGES

In the event Supplier fails to make delivery of Goods in accordance with a Purchase Order delivery time, the Company shall be entitled to receive compensation from Supplier in the form of liquidated damages without any demure and protest. The amount of such liquidated damages shall be equivalent to 2 % of the value of the Purchase Order for which the purchase is made for each calendar day of the delayed Goods.

19. WAIVER

A failure at any time to enforce any provision of Purchase Order shall in no way affect the right at a later date or require complete performance of Purchase Order, nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

20. NOTICE

All notices and communications required to be sent by Supplier or Company in this Purchase Order shall be made in writing and sent by email or postal mail/courier on the address as detailed on Purchase Order.

21. AMENDMENT

No addition, alteration or substitution of these conditions will bind us or form part of Purchase Order unless and until accepted in writing by Company and incorporated into Purchase Order through amendment.

22. DISPUTE RESOLUTION

Parties have mutually agreed to settle any disputes arising out of or in connection with this GTC in a cost effective manner by voluntarily submitting to arbitration under the rules of the Singapore International Arbitration Center (SIAC Rules). The disputes and differences that may arise between Parties out of or in connection with this GTC shall be submitted to or resolved by arbitration that will be governed by the SIAC Rules. Parties shall mutually and voluntarily agree to appoint a sole arbitrator. The sole arbitrator shall have jurisdiction and power to adjudicate all disputes and differences of whatsoever nature arising out of or in connection with this GTC between the Parties. It is hereby expressly clarified that all disputes arising out of or in connection with this GTC are arbitrable disputes and the arbitrator has the jurisdiction and power to decide all disputes between Parties arising out of or in connection with this GTC. The venue and center of arbitration shall be Delhi, India. The language to be used in the arbitration proceedings shall be English. The decision of the sole arbitrator in the matter shall be final and binding on both the parties. The courts in Delhi shall have exclusive jurisdiction in this matter.

I/We hereby agree and accept the aforementioned General Terms & Conditions.

NAME OF AUTHORISED SIGNATORY:

DESIGNATION:

Culinary Brands India Private Limited (Formerly known as Eversub India Private Limited)

SIGNATURE:

DATE: