

PURCHASE ORDER / CONTRACT / SCHEDULING AGREEMENT / WORK ORDER

Vendor Code: AEON230522

PO NO. : A002/A4A/3200241777

Vendor Name & Address:

DATE : 28.02.2024

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

BUYER : Vikas Giri

GST NO. : 27AAACM3025E1ZZ

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

Reference : AS PER YOUR FINAL OFFER THROUGH MAIL DT. 27.02.2024 AND SUNSEQUENT DISCUSSION WITH MR. SARWAR SHAIKH.

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

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

Mumbai 400101

Item	Part No.	Description	Qty	UoM	Rate (INR)	Amount (INR)
10		SUPPLY OF MAKE 5.5 TR DUCTABLE AC Refer Table 1 After T&C for detailed description Delivery date : 30.03.2024	2.00	EA	110000.00	220000.00
Amount in Words (INR)		RUPEES TWO LAKH TWENTY THOUSAND ONLY			Total PO Value:	220000.00

Tax As Applicable

Payment Terms : As per note given below.

1. 80% OF BASIC AMOUNT + 100% TAXES AGAINST RECEIPT OF MATERIAL AT OUR SITE ON PRO-RATA BASIS & 20% OF BASIC AMOUNT AGAINST SUCCESSFUL COMMISSIONING AND CERTIFICATION BY USER.

TERMS & CONDITIONS : 1. GST @ 28% EXTRA OR AS APPLICABLE AT THE TIME OF DELIVERY.
2. MATERIAL IS TO BE INVOICED AND DELIVER AT FOLLOWING ADDRESS:
CONSIGNEE & ACCOUNTS TO:-

MAHINDRA & MAHINDRA LTD,
AUTOMOTIVE SECTOR , AKURLI ROAD,
KANDIVALI(EAST),MUMBAI-400101

3. THE PRICES ARE INCLUSIVE OF PACKING AND FORWARDING CHARGES.
4. FREIGHT IS ALSO INCLUDED IN THE ABOVE PRICES.
5. ABOVE PRICES ARE FIRM TILL DELIVERY AND NO ESCALLATION WHATSOEVER

For MAHINDRA & MAHINDRA LTD.

SWAPNIL
JAYANT
RANDIVE

Digitally Signed By:
SWAPNIL JAYANT RANDIVE
Date: 2024.03.01 12:37:31 IST
DN: CN=SWAPNIL JAYANT RANDIVE,
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

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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

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

WILL BE ALLOWED.

6. YOUR INVOICES AND PACKING LIST IF ANY MUST HAVE ABOVE P.O.NO.
VENDOR CODE AS EXACTLY MENTIONED ABOVE.

7. IF FOR ANY REASON OF IMPROPER DOCUMENTS WE ARE UNABLE TO
CLAIM MODVAT THEN THE GST AMOUNT WILL BE BORNE BY YOU.

8. YOUR SHALL SEND IN ALL 3 SETS OF INVOICES ALONGWITH THE MATERIAL
AT THE TIME OF DELIVERY,WITH THE TRANSPORTER CONSISTING OF ORIGINAL
FOR BUYER COPY OF THE INVOICE TO BE SUBMITTED AT OUR STORES
ALONGWITH ONE ADDITIONAL COPY FOR ACKNOWLEDGEMENT OF RECEIPT WHICH
WILL BE COLLECTED BY THE TRANSPORTER.

9. YOU SHALL SEND A COPY OF INVOICE,PACKING LIST,DELIVERY CHALLAN,
ETC,TO THE BUYER AT KANDIVLI FOR RECORDS AND PAYMENT PURPOSE.

11. ONE SET OF OPERATIONS AND MAINTENANCE MANUAL TOGETHER WITH SPARE
PARTS LIST AND TEST CERTIFICATES SHOULD BE SUPPLIED ALONG WITH
THE EQUIPMENT.

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

13. CORRESPONDENCE ADDRESS FOR THE ABOVE BUYER IS
AT CAPITAL PURCHASE,
MAHINDRA AND MAHINDRA LTD.,
AUTOMOTIVE SECTOR,
KANDIVLI(E), MUMBAI 400101.

BUYER NAME : MR.VIKAS GIRI /

TELEPHONE : 85119 86002

EMAIL giri.vikas@mahindra.com

14. REQUIRED AS PER REQN. NO. 1500236593

15. ALL THE COMMUNICATION HEREAFTER TO BE ADDRESSED TO THE CONCERNED
END USER WITH COPY TO THE ABOVE BUYER.

THE CONTACT DETAILS ARE AS FOLLOWS:

17. KINDLY INFORM OR CONTACT TO THE END USER BEFORE DISPATCHING THE

For MAHINDRA & MAHINDRA LTD.

**SWAPNIL
JAYANT
RANDIVE**

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MATERIAL.

18. ENCLOSED ANNEXURE 'A' IS AN INTEGRAL PART OF THIS PURCHASE ORDER.

19. 12 MONTHS FROM THE DATE OF COMMISSIONING OR 15 MONTHS FROM THE DATE OF SUPPLY COMPREHENSIVE WARRANTY SHALL BE PROVIDED ON ALL COMPONENT

20.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 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

For MAHINDRA & MAHINDRA LTD.

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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.

21.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,

For MAHINDRA & MAHINDRA LTD.

**SWAPNIL
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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.
22.TERMS & CONDITIONS MENTIONED IN ENCLOSED ANNEXURE 'A' IS AN INTEGRAL PART OF THIS PO.

For MAHINDRA & MAHINDRA LTD.

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Item	Part Number	Table 1 - Detail description & specification
10		SUPPLY OF DAIKIN MAKE 5.5 TR DUCTABKE AC UNIT (IDU + ODU) - Hi-SIDE

For MAHINDRA & MAHINDRA LTD.

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