

**PURCHASE ORDER / CONTRACT / SCHEDULING AGREEMENT / WORK ORDER**

Vendor Code: AEON230522

PO NO. : ALKO/A3U/3200260254

Vendor Name &amp; Address:

DATE : 19.12.2024

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

BUYER : Amol Gade

GST NO. : 09AAACM3025E1ZX

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

 Reference : AS PER RATE CONTRACT PRICE LIST 26TH SEP 2024  
 AS PER REPEAT PO - 3200256522  
 HI END PO 3200260252 (DAIKIN)

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

Delivery Address :

| Item                  | Part No. | Description   | Qty   | UoM | Rate (INR)      | Amount (INR) |
|-----------------------|----------|---|-------|-----|-----------------|--------------|
| 20                    |          | S&I OF COPPER PIPE<br>Delivery date : 19.02.2025        | 24.00 | NOS | 900.00          | 21600.00     |
| 30                    |          | S&I OF ELECTRICAL CABLE<br>Delivery date : 19.02.2025   | 24.00 | NOS | 150.00          | 3600.00      |
| 40                    |          | S&I OF DRAIN PIPE (32 MM)<br>Delivery date : 19.02.2025 | 24.00 | NOS | 140.00          | 3360.00      |
| 50                    |          | SUPPLY OF OUTDOOR STAND<br>Delivery date : 19.02.2025   | 2.00  | NOS | 1000.00         | 2000.00      |
| Amount in Words (INR) |          | RUPEES THIRTY THOUSAND FIVE HUNDRED AND SIXTY ONLY      |       |     | Total PO Value: | 30560.00     |

Tax As Applicable

**Payment Terms :** Full payment against receipt of material

**TERMS & CONDITIONS :** 1. GST EXTRA @18% ON PRICE INDICATED ABOVE.  
 2. PACKING / FORWARDING & TRANSPORTATION CHARGES ARE INCLUDED IN ABOVE AMOUNT.  
 YOU WILL INSURE ADEQUATE PACKING FOR THE CONSIGNMENT.  
 3. ABOVE PRICES -- FREE DELIVERY TO OUR KANDIVLI PLANT.

**For MAHINDRA & MAHINDRA LTD.**
**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 09AAACM3025E1ZX

**Visit our website:** **ISO FORMAT NO:** **Page: 1 of 6**

 REGD. OFFICE: Gateway Building, Near Gateway Of India, Apollo Bunder, Mumbai -400039  
 Telephone No. -  
 Website :WWW.MAHINDRA.COM CIN :L65990MH1945PLC004558  
 GST No.09AAACM3025E1ZX PAN No.

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4. THE PURCHASE ORDER PRICE MENTIONED WOULD BE FIRM FOR THE TENURE OF THE CONTRACT, FOR THE SCOPE OF SUPPLY MENTIONED IN THE PURCHASE ORDER AND NO ESCALATION WHATSOEVER SHALL BE CONSIDERED.

5. DELIVERY & ACCOUNTS TO :

MAHINDRA & MAHINDRA LTD.  
701, FELIX SQUARE, 7TH FLOOR,  
IBB-2 SUSHANT GOLF CITY,  
SHAHEED PATH, LUCKNOW,  
UTTAR PRADESH, 226030

LOCATION SPOC - -DIBYENDU SINHA  
CONTACT DETAILS - 8986564318

ZONAL ADMIN SPOC - SHUKLA MRITYUNJAI  
CONTACT DETAILS - 9910013557

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(FOR TECHNICAL ISSUES / DELIVERY )

NAME : Mr. SHUKLA MRITYUNJAI  
TELEPHONE : +91 9910013557  
EMAIL : shukla.mrityunjai@mahindra.com

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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.

8. NO MATERIAL WILL BE RECEIVED WITHOUT ORIGINAL AS WELL AS DUPLICATE

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**COPY OF YOUR INVOICE.**

9. YOU WILL MENTION ABOVE P.O. NO. IN ALL YOUR CORRESPONDANCE.

10. WARRANTY : 1 YEAR O

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 : 1500257553

17.FORCE MAJEURE:

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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,

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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 THE SUPPLIER'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 PAYABLE TO THE SUPPLIER FOR THE WORK PERFORMED BY THE SUPPLIER UP TO THAT TIME THE AFFECTED PARTY HAD INVOKED THIS FORCE MAJEURE

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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, MISREPRESENTATION,  
 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

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(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.

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