

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

Vendor Code: AEON230522	PO NO. : SK01/AVF/3200254067
Vendor Name & Address:	DATE : 09.09.2024
AEON AIRCONDITIONING SOLUTIONS	BUYER : Naveen Soni
AEON HOUSE, DR AMBEDKAR ROAD	GST NO. : 27AAACM3025E1ZZ
R AMBEDKAR ROAD	
THANE 400601 Maharashtra India	
TEL: 9820580008 FAX:	
GSTIN No: 27AYYPS2229K1ZK	

Reference : AS PER YOUR MAIL REF ON 26-08-2024

Incoterm : Free del.to stores-Frgt.paid

Delivery Address : MSB - KANHE PCKG PLANT Mah. Spares business(Kanhe)  
Spares Business Unit

Taluka - Maval, Dist.- Pune 412106

Item	Part No.	Description	Qty	UoM	Rate (INR)	Amount (INR)
10		New AC Installation, Testing, Commission Refer Table 1 After T&C for detailed description Delivery date : 30.11.2024	1.00	AU	14500.00	14500.00
20		Old AC Un-Installation Refer Table 1 After T&C for detailed description Delivery date : 30.11.2024	1.00	AU	6500.00	6500.00
30		Nitrogen Flushing & Vacuumizing Refer Table 1 After T&C for detailed description Delivery date : 30.11.2024	1.00	AU	15000.00	15000.00
Amount in Words (INR)		RUPEES THIRTY SIX THOUSAND ONLY			Total PO Value:	36000.00

Tax As Applicable

**Payment Terms :** Full payment on compl of job & cert by authority.

**TERMS & CONDITIONS :** PLASTIC MATERIAL/THERMOCOL INCLUDING BUBBLE PLASTIC MATERIAL USED FOR WRAPPING THE MATERIAL AT THE MANUFACTURING STAGE OR IS AN INTEGRAL PART OF THE MANUFACTURING SHALL COMPLY THE FOLLOWING CONDITIONS,

- THE PACKAGING MATERIAL SHALL BE MORE THAN 50 MICRON THICKNESS.
- THE PACKAGING MATERIAL SHALL BE MADE UP OF MINIMUM 20% RECYCLABLE PLASTIC MATERIAL.
- THE PACKAGING MATERIAL SHALL BE PRINTED WITH MANUFACTURER'S DETAILS TYPE OF PLASTIC WITH CODE NUMBER AND BUY-BACK PRICE.

**For MAHINDRA & MAHINDRA LTD.**

**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.  
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d. OBTAIN THE REGISTRATION UNDER PLASTIC WASTE MANAGEMENT RULES AMENDED  
TIME TO TIME.

\*ESTABLISH A SYSTEM AND DILIGENTLY IMPLEMENT THE EXTENDED RESPONSIBILITY  
PLAN.

TAXES : GST APPLICABLE

P&amp;F CHARGES : NIL

PRICES : AS PER PO ONLY. NO CHANGES WHATSOEVER

WARRANTY : 12 MONTHS FROM MATERIAL RECEIVED AT OUR STORE

**NOTES:**

- 1.DURING DISPATCH, KINDLY KEEP ORIGINAL INVOICE COPY OUTSIDE THE  
CONSIGNMENT FOR MATERIAL INWARDING AT OUR MATERIAL GATE.
- 2.AT THE TIME OF DELIVERY OF MATERIAL ORIGINAL COPY OF THE INVOICE  
ALONG WITH FINAL INSPECTION REPORTS MUST BE SUBMITTED AT OUR  
STORES.
- 3.IN CASE EXCISE DUTY IS PAID 'DUPLICATE FOR TRANSPORTER' COPY ALSO  
MUST BE SUBMITTED AT OUR TMC/UTILITY STORES WHILE DELIVERY OF  
THE MATERIAL
- 4.ANY RECEIPT OF PAYMENT AS ADVANCE, THE VENDOR SHALL UNDERTAKE GST  
COMPLIANCE INCLUDING ISSUING A RECEIPT VOUCHER WITH GST AMOUNT AND  
PAYING DUE TAXES TO GOVT. TREASURY.
- 5.OHSAS (OCCUPATIONAL HEALTH AND SAFETY ASSESSMENT SYSTEM):- YOU  
WILL FOLLOW SAFETY AND ENVIRONMENTAL RULES OF M&M AND  
ENSURE SAFE WORKING WHILE EXECUTING THE CONTRACT.

FOR INVOICING, MENTION DETAILS:

BILL TO :

MAHINDRA &amp; MAHINDRA LTD.

SPARES BUSINESS UNIT,

**For MAHINDRA & MAHINDRA LTD.**
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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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FES, EPU BLDG,  
3RD FLOOR, (WEST WING),  
GATE NO-4,  
AKURLI ROAD,  
KANDIVLI, MUMBAI-400101.

SHIP TO :  
MAHINDRA & MAHINDRA LTD.  
SPARES BUSINESS UNIT,  
271, TAKAVE ROAD,  
KANHE,  
412106.

ALL YOUR CORRESPONDENCE MUST BE ADDRESSED TO BUYER  
AT CAPITAL PURCHASE DEPT:-  
E-MAIL ID: 25005855@MAHINDRA.COM  
CONTACT NUMBER: 9116039933

M&M END USER DETAILS:  
NAME : DHARMENDRASINH PARMAR  
CELL NO. : 7600816541  
PR NO. : 1500251428

1) TERMINATION CLAUSE:  
M&M SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT/PO BY GIVING  
WRITTEN NOTICE UPON THE OCCURRENCE OF THE FOLLOWING EVENTS:  
A. SUPPLIER HAS COMMITTED A MATERIAL BREACH OF ANY OF THE PROVISIONS OF  
THIS AGREEMENT/P.O. OR ANY CONTRACT AND FAILS TO REMEDY SUCH BREACH  
WITHIN A PERIOD OF THIRTY (30) DAYS OF RECEIPT OF THE NOTICE FROM M  
&M REQUESTING IT TO REMEDY SUCH BREACH;  
B. A RECEIVER, LIQUIDATOR, ASSIGNEE, CUSTODIAN, TRUSTEE, CONSERVATOR OR

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SEQUESTER (OR OTHER SIMILAR OFFICIAL) SHALL TAKE POSSESSION OF SUPPLIER OR ANY SUBSTANTIAL PART OF ITS PROPERTY WITHOUT ITS CONSENT, OR A COURT HAVING JURISDICTION IN THE PREMISES SHALL ENTER A DECREE OR ORDER FOR RELIEF IN RESPECT OF SUPPLIER. IN AN INVOLUNTARY CASE UNDER ANY APPLICABLE BANKRUPTCY, INSOLVENCY, MORATORIUM OR OTHER SIMILAR LAW NOW OR HEREAFTER IN EFFECT, OR APPOINTING A RECEIVER, LIQUIDATOR, ASSIGNEE, CUSTODIAN, TRUSTEE, CONSERVATOR OR SEQUESTER (OR OTHER SIMILAR OFFICIAL) OF SUPPLIER OR FOR ANY SUBSTANTIAL PART OF ITS PROPERTY OR ORDERING THE WINDING-UP OR LIQUIDATION OF ITS AFFAIRS AND SUCH DECREE OR ORDER SHALL REMAIN UNSTAYED AND IN EFFECT FOR A PERIOD OF SIXTY (60) CONSECUTIVE DAYS;

C. SUPPLIER SHALL COMMENCE A VOLUNTARY CASE UNDER ANY APPLICABLE BANKRUPTCY, INSOLVENCY, MORATORIUM OR OTHER SIMILAR LAW NOW OR HEREAFTER IN EFFECT, OR SHALL CONSENT TO THE ENTRY OF AN ORDER FOR RELIEF IN AN INVOLUNTARY CASE UNDER ANY SUCH LAW, OR SHALL CONSENT TO THE APPOINTMENT OF OR TAKING POSSESSION BY A RECEIVER, LIQUIDATOR, ASSIGNEE, TRUSTEE, CUSTODIAN, CONSERVATOR, SEQUESTER (OR OTHER SIMILAR OFFICIAL) OF SUPPLIER OR OF ANY SUBSTANTIAL PART OF ITS PROPERTY, OR SHALL MAKE ANY GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR SHALL TAKE ANY CORPORATE ACTION IN FURTHERANCE OF ANY OF THE FOR E GOING;

2) ALL QUESTIONS RELATING TO THE VALIDITY, CONSTRUCTION & THE PERFORMANCE OF THE ABOVE-AGREED CLAUSES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS IN INDIA. ARBITRATION, IF ANY, SHALL BE CONDUCTED IN ACCORDANCE WITH THE ARBITRATION AND CONCILIATION ACT # 1996. ARBITRATION PROCEEDINGS SHALL TAKE PLACE IN MUMBAI, INDIA.

3) FORCE MAJEURE:

NEITHER PARTY SHALL BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMING ANY OF ITS OBLIGATIONS HEREUNDER, IF SUCH DELAY OR FAILURE EITHER WHOLLY OR PARTLY IS DUE TO FORCE MAJEURE CONDITIONS SUCH AS FLOODS EARTHQUAKE OR

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OTHER ACTS OF GODS, OR ANY GOVERNMENTAL BODY OR PUBLIC ENEMY, WARS

,  
RIOTS, STRIKES, EMBARGOES, EPIDEMICS, FIRES OR ANY OTHER CAUSES,  
CIRCUMSTANCES OR CONTINGENCIES BEYOND THE REASONABLE CONTROL OF SUCH  
PARTY.

THE PARTY AFFECTED BY SUCH FORCE MAJEURE CONDITIONS SHALL FORTHWITH  
NOTIFY THE OTHER PARTY OF SUCH FORCE MAJEURE CONDITION, OR THE NATURE  
AND EXTENT THERE OF AND SHALL MAKE BEST EFFORTS TO MITIGATE SUCH  
CONDITION.

IF THE FORCE MAJEURE CONDITION IN QUESTION PREVAILS FOR A CONTINUOUS  
PERIOD OF THREE (3) WEEKS, THE PARTIES AFFECTED BY SUCH CONDITION SHALL  
ENTER INTO BONA FIDE DISCUSSION WITH VIEW TO ALLEVIATING ITS EFFECT ON  
THIS CONTRACT BY AGREEING TO ALTERNATIVE ARRANGEMENTS AS MAY BE FAIR AND  
REASONABLE. IT IS EXPRESSLY AGREED BETWEEN THE PARTIES THAT THE  
MECHANICAL BREAKDOWNS, LACK OF NECESSARY UTILITIES, LABOUR UNREST,  
TRANSPORT PROBLEMS, LACK OF FUNDS ETC, SHALL NOT BE DEEMED TO BE FORCE  
MAJEURE CONDITIONS FOR THE PURPOSE OF THIS CONTRACT NOR SHALL BE  
CONSIDERED TO BE BEYOND THE REASONABLE CONTROL OF THE PARTY CLAIMING THE  
EXISTENCE OF THE SAME. SHOULD THE PERIOD OF FORCE MAJEURE LAST FOR MORE  
THAN 30 DAYS, THEN M&M, AT ITS OPTION, MAY PURCHASE GOODS FROM  
OTHER SOURCES AND REDUCE ITS SCHEDULES TO SUPPLIER BY SUCH QUANTITIES

,  
WITHOUT LIABILITY TO SUPPLIER OR HAVE SUPPLIER PROVIDE THE GOODS FROM  
OTHER SOURCES IN QUANTITIES AND AT TIMES REQUESTED BY M&M AND AT  
THE PRICE SET FORTH IN THIS CONTRACT. IF REQUESTED BY M&M,  
SUPPLIER SHALL, WITHIN TEN (10) DAYS OF SUCH REQUEST, PROVIDE ADEQUATE  
ASSURANCES THAT THE DELAY SHALL NOT EXCEED THIRTY (30) DAYS. IF THE  
DELAY LASTS MORE THAN THIRTY (30) DAYS OR SUPPLIER DOES NOT PROVIDE  
ADEQUATE ASSURANCE THAT THE DELAY WILL CEASE WITHIN THIRTY (30) DAYS, M  
&M MAY IMMEDIATELY CANCEL THE CONTRACT WITHOUT LIABILITY AND

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**RECOVER THE ADVANCE PAID TO THE SUPPLIER.**
**4) CONFIDENTIALITY:**

a) "CONFIDENTIAL INFORMATION" shall include, without limitation, any non-public information which is communicated to Supplier in writing, orally, visually, electronically or in any other form, relating to:

i. The past, present and prospective employees, staff, personnel, Affiliates, contractors, vendors, suppliers, consultants, agents, collaborators, customers of Customer and other third parties dealing with Customer;

ii. the affairs, business, dealings, transactions, management, operations, programs, applications, services, finances, financing sources, restructuring and investment deals, budgets, prices, plans, studies, strategies, statistics, tests, forecasts, analysis, targets, compilations, regulatory filings, agreements, negotiations, properties, systems and policies of Customer;

iii. the products, processes, devices, software, hardware, servers, websites, computer programs, codes, designs, drawings, lists, discs, photographs, Artificial Intelligence, copyrightable materials, technical and other forms of data, engineering information, marketing information, research, patents, technologies, ideas, discoveries, methods, techniques, formats, flowcharts, algorithms, models, vi., any other information concerning Customer which Supplier has or may have access to during the course of or for the purpose of providing

prototypes, samples, trade secrets, know-how, improvements and all forms of Intellectual Property of Customer;

iv. the information technology equipment, processes, solutions, platforms, systems (including security systems) and policies of Customer;

v. all the correspondence exchanged between the parties for the purpose of or during the term of this Agreement; and Services/Products under this Agreement and which is not in the public domain.

b) Supplier agrees to keep confidential, at all times, all Confidential Information, so as to protect Customer's lawful interests. Supplier shall consult with Customer and obtain the prior written consent of Customer in case it needs to disclose any such information. Further, Supplier shall not use such information for any purpose other than for the purpose of performing its obligations under this Agreement.

c) The parties recognize and acknowledge that the Confidential Information is of a special, unique and extraordinary character to the Customer and that disclosure, misappropriation or unauthorized use of such Confidential Information by the Supplier may cause serious injury to the Customer. The Supplier expressly agrees, therefore, that the Customer, shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, of any of the terms and provisions hereof. The Customer shall also be entitled to claim or recover from the Supplier any losses, damages, costs and

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expenses suffered/incurred by the Customer as a result of the breach by the Supplier or its representatives of any obligations hereunder.

d) Upon expiry or termination of this Agreement or upon any written request from Customer, Supplier shall return to Customer, or certify in writing to Customer as to the destruction of (without retaining any copy), all Confidential Information (and copies and extracts thereof) furnished to, or created by or on behalf of, Supplier.

The parties understand and agree that no information which qualifies as unpublished price sensitive information ("UPSI"), in terms of the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015, as amended from time to time ("Insider Trading Regulations"), pertaining to any listed company shall be provided to the Supplier pursuant to the purchase order or this Agreement. Should any Confidential Information be subsequently considered as UPSI as a result of future developments or otherwise, in relation to such UPSI, the Supplier:

a. understands that the Supplier and its representatives shall be considered as "insiders" in terms of the Insider Trading Regulations;

b. undertakes to ensure that the Supplier and its representatives shall adhere to the requirements contained in the Insider Trading Regulations, including the requirements pertaining to handling and non-disclosure of UPSI and the restriction on trading while in possession of UPSI; and

c. agrees that the Supplier shall assume responsibility for any breach or violation of the obligations under the Insider Trading Regulations by the Supplier or any of its representatives.

e) The confidentiality obligation of Supplier shall survive the termination or expiration of this Agreement.

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Spares Business Unit  
371, Takwe Road, Village Kanhe Taluka - Maval, Dist.- Pune 412106  
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Item	Part Number	Table 1 - Detail description & specification
10		RATE INR : 1,450.00 QTY : 10
20		RATE INR : 650.00 QTY : 10
30		Nitrogen Flushing & Vacuumizing, due to OLD & NEW AC Cooling Gas Difference. RATE INR : 1500.00 QTY : 10

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