

PURCHASE ORDER / CONTRACT / SCHEDULING AGREEMENT / WORK ORDER

Vendor Code: DCA00297AA	PO NO. :	CK01/A3U/3200285665
Vendor Name & Address:	DATE :	29.01.2026
AEON AIRCONDITIONING SOLUTIONS	BUYER :	Amol Gade
OFFICE NO. 109,Devashree Gardens Wing D	GST NO. :	27AAACM3025E1ZZ
THANE,RW Sawant Road		
Thane 400601 Maharashtra India		
TEL: 9820580008 FAX:		
GSTIN No: 27AYYPS2229K1ZK		

Reference : RATE AS PER AS PER RATE CONTRACT DTD. 7TH AUG 2025
HI END PO 3200283398 DTD.24.12.2025
SCOPE OF SUPPLY AS PER BOQ ANNEXURE

Incoterm : Free del.to stores-Frgt.paid AT M&M SITE
Delivery Address : M&M Automotive Sector AS Chakan Plant
Plot No-A-1,Phase IV,Chakan MIDC
Dist:- Pune
Khed-Pune 410501

Item	Part No.	Description	Qty	UoM	Rate (INR)	Amount (INR)
10		LOW END SUPPLY & INSTALLATION Refer Table 1 After T&C for detailed description Delivery date : 30.03.2026	1.00	AU	393600.00	393600.00
Amount in Words (INR) RUPEES THREE LAKH NINETY THREE THOUSAND SIX HUNDRED ONLY					Total PO Value:	393600.00

Tax As Applicable

Payment Terms : Full payment against receipt of material

- TERMS & CONDITIONS :**
1. PRICES ARE INCLUSIVE OF PACKING, FORWARDING, FREIGHT, INSURANCE CHARGES.
 2. PRICES ARE INCLUSIVE OF LOADING AT SUPPLIER'S SITE.
 3. GST 18.00% OR AS APPLICABLE WILL BE EXTRA AT THE TIME DISPATCH.
 4. PRICES ARE FIRM TILL DELIVERY AND NO ESCALATION WHATSOEVER WILL BE ALLOWED FOR THE AGREED SCOPE OF SUPPLY.
 5. ABOVE PRICES ARE FREE DELIVERY TO OUR PLANT.
 6. WARRANTY : AS PER HI END
 7. YOU WILL MAKE INVOICE AS PER OUR INSTRUCTIONS PRIOR TO DISPATCH.

CONSIGNEE & ACCOUNTS TO:-
M/S. MAHINDRA & MAHINDRA LTD

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.
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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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PLOT NO A-1/14,PHASE-IV, MIDC
CHAKAN INDUSTRIAL ESTATE,,
NIGHOJE VILLAGE,
TALUKA - KHED,PUNE -410501
MAHARASHTRA.

8.CONTACT PERSONS:

CONTACT PERSON :- SAMEER APTE
NUMBER :- 9860565915
PR NO : 1500284805

9. ALL YOUR CORRESPONDENCE MUST BE ADDRESSED TO THE BELOW BUYER AT -

NAME : AMOL GADE / JAYESH LAD
CONTACT NO.: 022 2846 9659/ 022 2884 9667
EMAIL ID : GADE.AMOL@mahindra.com
LAD.JAYESH@mahindra.com

10. SUPPLIER SHALL HOLD OR CAUSE TO BE HELD, IN STRICT CONFIDENCE, ANY AND ALL INFORMATION RELATING TO THE SERVICES AND OPERATIONS OF M&M PROVIDED TO SUPPLIER (HEREINAFTER "CONFIDENTIAL INFORMATION") DURING THE PERFORMANCE OF ITS OBLIGATIONS.

11. FAILURE BY SUPPLIER TO COMPLY WITH THE PROVISIONS OF THE CLAUSE HEADED "CONTRACTUAL DELIVERY DATE " IN THE PURCHASE ORDER SHALL ENTITLE M&M TO RECOVER FROM SUPPLIER AS A PRE-ESTIMATE OF LIQUIDATED DAMAGES, AFTER 1 ST WEEK FROM THE CONTRACTUAL DELIVERY DATE, AN AMOUNT TO BE LEVIED AT A RATE OF 0.5 % PER WEEK OR PART THEREOF, UP TO A MAXIMUM OF 5% OF THE PURCHASE ORDER VALUE.

12. ALL DELICATE SURFACES ON EQUIPMENT / MATERIAL SHOULD BE CAREFULLY PROTECTED AND PAINTED WITH PROTECTIVE PAINT / COMPOUND AND WRAPPED TO PREVENT RUSTING AND DAMAGE.

13. SUPPLIER SHALL BE RESPONSIBLE FOR ALL ACTIVITIES UP TO FOR SHIPMENT

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UP TO M&M'S SITE AS PER INCOTERMS). THIS INCLUDES, PACKING OF THE EQUIPMENT, TRANSPORTATION OF PACKED BOXES FROM SUPPLIER'S FACTORY INCLUDING LOADING / UNLOADING OF THE PACKED BOXES ON TO TRUCKS, ALL DOCUMENTATION REQUIRED FOR TRANSPORTATION LIKE INVOICE, DUPLICATE FOR TRANSPORTER, PACKING LIST, LR (INCLUDING WAYBILL OR ROAD PERMIT AS PER SPECIFIC REQUIREMENT) ETC. SUPPLIER SHALL EMPLOY COMPETENT AND EXPERIENCED TRANSPORT ARRANGEMENT TO AVOID MIS-HANDLING, TRANSIT DAMAGE.

14. ALL MECHANICAL EQUIPMENT AND OTHER HEAVY ARTICLES SHOULD BE SECURELY FASTENED TO THE BOTTOM OF THE CASE AND SHALL BE BLOCKED AND BRACED TO PREVENT MOVEMENT WITHIN THE CASE.

15. SUPPLIER SHALL COURIER THE EXTRA SET OF DISPATCH DOCUMENTS TO M&M ON THE DAY OF DISPATCH, SO THAT M&M RECEIVES THEM WELL BEFORE THE CONSIGNMENT ARRIVAL. SUPPLIER SHALL ALSO PROVIDE TO 'M&M' THE COURIER DOCKET NUMBER UNDER WHICH THE EXTRA SET OF DISPATCH DOCUMENTS ARE COURIERED.

16. IF FOR ANY REASON OF IMPROPER DOCUMENTS, WE ARE UNABLE TO CLAIM GST INPUT CREDIT TAX THEN THE AMOUNT WILL BE BORNE BY YOU.

17. NO MATERIAL WILL BE RECEIVED WITHOUT ORIGINAL AS WELL AS DUPLICATE COPY OF YOUR INVOICE.

18. AT THE TIME OF DELIVERY OF MATERIAL ORIGINAL COPY OF THE INVOICE MUST BE SUBMITTED AT OUR STORES. IN CASE EXCISE IS PAID DUPLICATE FOR TRANSPORTER COPY ALSO MUST BE SUBMITTED AT OUR STORES WHILE DELIVERING THE MATERIAL.

19. SUPPLIER SHALL ADHERE TO THE CURRENT NORMS OF GREEN INITIATIVE PREVALENT IN ALL DEVELOPED COUNTRIES AND MORE SPECIFICALLY APPLICABLE TO INDIA.

20. M&M SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT/P.O BY GIVING WRITTEN NOTICE UPON THE OCCURRENCE OF THE FOLLOWING EVENTS:

a. SUPPLIER HAS COMMITTED A MATERIAL BREACH OF ANY OF THE PROVISIONS

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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 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 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 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 FOREGOING.

21. ALL QUESTIONS RELATING TO THE VALIDITY, CONSTRUCTION AND 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

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THE ARBITRATION AND CONCILIATION ACT#1996.

ARBITRATION PROCEEDINGS SHALL TAKE PLACE IN MUMBAI, INDIA.

22. SUPPLIER WORK FORCE SHALL MAINTAIN THE DISCIPLINE IN THE PLANT AND SHALL NOT ENTER AREAS OTHER THAN THE EQUIPMENT SITE WITHOUT PROPER PERMISSION OF M&M AUTHORITIES AT SITE.

23. SUPPLIER SHALL BE RESPONSIBLE FOR ANY LOSS AND DAMAGE TO M&M'S PROPERTY, DUE TO NEGLIGENCE OF THEIR CONTRACTORS.

24. SUPPLIER & CUSTOMER SHALL HOLD OR CAUSE TO BE HELD, IN STRICT CONFIDENCE, ALL INFORMATION RELATING TO THE SERVICES AND OPERATIONS OF BOTH PARTIES (HEREINAFTER CONFIDENTIAL INFORMATION) DURING THE PERFORMANCE OF ITS OBLIGATIONS. THE CONFIDENTIAL INFORMATION SHALL BE PERTAINING TO THIS CONTRACT ONLY. NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONTRACT, NO INFORMATION SHALL BE CONSIDERED CONFIDENTIAL INFORMATION IF SUCH INFORMATION: (A) WAS IN THE RECEIVING PARTY'S POSSESSION BEFORE EXECUTION OF THIS CONTRACT (B) IS DEVELOPED, RECEIVED OR DISCOVERED BY RECEIVING PARTY BY ITSELF, OR WITHOUT RELIANCE ON THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION; (C) IS OR BECOMES GENERALLY AVAILABLE TO THE PUBLIC THROUGH NO FAULT OF, OR WITHOUT VIOLATION OF ANY DUTY OF CONFIDENTIALITY OF, THE RECEIVING PARTY; OR (D) IS RECEIVED BY THE RECEIVING PARTY FROM A THIRD PARTY WITHOUT, TO THE KNOWLEDGE OF THE RECEIVING PARTY, VIOLATION OF A DUTY OF CONFIDENTIALITY. THE RECEIVING PARTY SHALL BE ENTITLED TO DISCLOSE CONFIDENTIAL INFORMATION IF SUCH DISCLOSURE IS REQUIRED BY ANY LAW, RULE OR REGULATION OR WAS IN RESPONSE TO A VALID ORDER OF A COURT OR AUTHORIZED AGENCY OF GOVERNMENT OR OTHER LEGAL PROCESS, PROVIDED THAT PRIOR WRITTEN NOTICE IS GIVEN TO THE DISCLOSING PARTY IF REASONABLY POSSIBLE, SO THAT A PROTECTIVE ORDER OR OTHER RELIEF, IF APPROPRIATE, MAY BE SOUGHT BY THE DISCLOSING PARTY. PROVIDED THAT, SUPPLIER MAY DISCLOSE THE CONFIDENTIAL INFORMATION TO MANUFACTURER, AND IT SHALL NOT TO BE DEEMED TO VIOLATION OF THIS CLAUSE.

25. THIS SECTION OUTLINES THE RIGHTS AND OBLIGATIONS OF BOTH THE CUSTOMER AND SUPPLIER WITH RESPECT TO THE TERMINATION OF THE CONTRACT/PURCHASE ORDER. TERMINATION MAY OCCUR UNDER THE CIRCUMSTANCES DESCRIBED BELOW:

A) EVENTS OF DEFAULT: TERMINATION MAY BE INITIATED BY EITHER PARTY UPON THE OCCURRENCE OF THE FOLLOWING EVENTS:

B) MATERIAL BREACH: EITHER PARTY COMMITS A MATERIAL BREACH OF THE PROVISIONS OF

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THIS CONTRACT/PURCHASE ORDER OR ANY RELATED AGREEMENT AND FAILS TO REMEDY SUCH BREACH WITHIN THIRTY (30) DAYS OF RECEIVING WRITTEN NOTICE FROM THE OTHER PARTY REQUESTING RECTIFICATION ("CURE PERIOD").

C) INSOLVENCY OR BANKRUPTCY: TERMINATION MAY OCCUR IF:

- a. A RECEIVER, LIQUIDATOR, TRUSTEE, CUSTODIAN, OR SIMILAR OFFICIAL IS APPOINTED TO TAKE CONTROL OF THE OTHER PARTY OR ANY SUBSTANTIAL PART OF ITS ASSETS; OR
- b. A COURT OR COMPETENT AUTHORITY ISSUES AN ORDER FOR WINDING-UP, LIQUIDATION, OR RELIEF UNDER BANKRUPTCY, INSOLVENCY, OR MORATORIUM LAWS APPLICABLE TO THE OTHER PARTY.

D) CUSTOMER'S RIGHT TO SUSPEND OR TERMINATE: THE CUSTOMER MAY, AT ITS SOLE DISCRETION:

- a. SUSPEND THE PROJECT/CONTRACT PARTIALLY OR FULLY WHEN CIRCUMSTANCES DEMAND. UPON REINSTATEMENT, THE CONTRACT SHALL REMAIN VALID, AND THE COMPLETION PERIOD SHALL BE EXTENDED TO ACCOUNT FOR THE SUSPENSION/DELAY. ANY ADDITIONAL FINANCIAL IMPLICATIONS RESULTING FROM THE SUSPENSION SHALL BE BORNE SOLELY BY THE SUPPLIER.
- b. TERMINATE THE PROJECT/CONTRACT PARTIALLY OR FULLY AT ANY TIME, WITHOUT INCURRING LIABILITY FOR IDLE MANPOWER, MACHINERY, DEMOBILIZATION, OR SIMILAR COSTS.

E) REPEATED DELAYS OR NON-COMPLIANCE: TERMINATION MAY OCCUR IF THE SUPPLIER:

- a. FAILS REPEATEDLY TO MEET AGREED PROJECT MILESTONES OR DELIVERY DEADLINES DESPITE RECEIVING WRITTEN WARNINGS FROM THE CUSTOMER.
- b. DOES NOT COMPLY WITH APPLICABLE LAWS, REGULATIONS, OR INDUSTRY STANDARDS REQUIRED FOR THE EXECUTION OF THE PROJECT.

F) FRAUD OR UNETHICAL CONDUCT: THE CUSTOMER MAY TERMINATE THE CONTRACT IMMEDIATELY IF FRAUDULENT OR UNETHICAL ACTIVITIES BY THE SUPPLIER ARE DISCOVERED, WHICH JEOPARDIZE THE INTEGRITY OF THE AGREEMENT OR THE PROJECT.

G) CONSEQUENCES OF TERMINATION

a. COMPENSATION FOR WORK COMPLETED: UPON TERMINATION, THE SUPPLIER SHALL BE ENTITLED TO RECEIVE JUST AND EQUITABLE COMPENSATION FOR:

- i. WORK COMPLETED.
- ii. WORK IN PROGRESS; AND
- iii. MATERIALS ACCEPTED BY THE CUSTOMER PRIOR TO THE EFFECTIVE DATE OF

For MAHINDRA & MAHINDRA LTD.**AUTHORISED SIGNATORY**

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THIS COMPENSATION SHALL BE SUBJECT TO VERIFICATION BY THE CUSTOMER AND CALCULATED BASED ON THE MILESTONE CHART SUBMITTED BY THE SUPPLIER AS DESCRIBED IN SECTION 3 ("ADDITIONAL PROVISIONS").

b. OBLIGATIONS UPON TERMINATION: UPON TERMINATION:

i. THE SUPPLIER SHALL PROMPTLY DELIVER TO THE CUSTOMER ALL WORK COMPLETED, MATERIALS PREPARED, AND ANY OTHER DELIVERABLES UP TO THE TERMINATION DATE.

ii. BOTH PARTIES SHALL COOPERATE TO ENSURE AN ORDERLY TRANSITION OR WIND-DOWN OF ACTIVITIES.

iii. OWNERSHIP OF DELIVERABLES OR INTELLECTUAL PROPERTY PAID FOR BY THE CUSTOMER SHALL PASS TO THE CUSTOMER.

c. CUSTOMER'S LIABILITY: THE CUSTOMER SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE SUPPLIER RELATED TO IDLE MANPOWER, MACHINERY, DEMOBILIZATION, OR OTHER EXPENSES ARISING FROM TERMINATION OR SUSPENSION OF THE PROJECT.

H) ADDITIONAL PROVISIONS

a. SUBMISSION OF MILESTONE CHART: THE SUPPLIER SHALL SUBMIT, WITHIN THREE (3) WEEKS OF RECEIVING THE CUSTOMER'S PURCHASE ORDER, A DETAILED MILESTONE CHART INDICATING:

i. COMPLETION DATES FOR EACH MILESTONE.

ii. PERCENTAGE FOB VALUES INCURRED MONTH-WISE AND CUMULATIVELY.

iii. THIS MILESTONE CHART SHALL SERVE AS THE BASIS FOR CALCULATING COMPENSATION UNDER SECTION B(A).

26. FORCE MAJEURE: MEANS ANY OF THE FOLLOWING EVENTS OR CIRCUMSTANCES STATED BELOW, TO THE EXTENT THEY AFFECT THE PARTY'S SITE OF OPERATIONS OR PRODUCTION, AND TO THE EXTENT THEY PREVENT SUCH AFFECTED PARTY IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, BUT ONLY IF AND TO THE EXTENT THAT SUCH EVENTS OR CIRCUMSTANCES ARE UNFORESEEABLE AND ARE NOT WITHIN THE REASONABLE CONTROL OF THE AFFECTED PARTY AND COULD HAVE BEEN AVOIDED IF THE AFFECTED PARTY HAD TAKEN REASONABLE CARE:

a. ACTS OF GOD INCLUDING EXPLOSIONS AND FIRE, EARTHQUAKE, LIGHTNING, LANDSLIDES, TYPHOONS, TORNADOS, HURRICANES, FLOODS, CYCLONE, TSUNAMIS AND OTHER SUCH EXTREME OR INCLEMENT WEATHER CONDITIONS, DROUGHT, VOLCANIC ERUPTION OR OTHER NATURAL CALAMITIES.

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b. EPIDEMIC AND/OR PANDEMIC OR ANY ACTION OR RESTRICTION IMPOSED BY A GOVERNMENT AUTHORITY DUE TO THE SAME WHICH WERE PUT IN PLACE POST THE ACCEPTANCE OF PURCHASE ORDER.

c. ACTS OF WAR (WHETHER DECLARED OR UNDECLARED), INVASION, ARMED CONFLICTS, ACT OF FOREIGN ENEMIES, ARMED REBELLION, ACTS OR THREATS OF TERRORISM, REVOLUTION, CIVIL UNREST, LOCAL LAW AND ORDER ISSUES (NOT SOLELY AFFECTING THE PARTY CLAIMING FORCE MAJEURE EVENT), INSURRECTION, MILITARY ACTION.

IT IS HEREBY CLARIFIED THAT FORCE MAJEURE EVENT SHALL NOT INCLUDE THE FOLLOWING CONDITIONS (EXCEPT TO THE EXTENT THAT THEY ARE CONSEQUENCES OF A FORCE MAJEURE EVENT LISTED ABOVE):

a) INEFFICIENCY OF FINANCES OR FUNDS OR THIS AGREEMENT BECOMING ONEROUS TO PERFORM.

b) ECONOMIC HARDSHIP OR CHANGES IN MARKET CONDITIONS AFFECTING THE ECONOMICS OF EITHER PARTY; AND

c) A FORCE MAJEURE EVENT THAT IMPACTS THE SUPPLIER'S CONTRACTORS, SUB-CONTRACTORS, SUPPLIERS, ETC.

d) NON-PERFORMANCE CAUSED BY, OR CONNECTED WITH, THE AFFECTED PARTY'S:

e) NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

f) FAILURE TO COMPLY WITH ANY APPLICABLE LAW; OR

g) BREACH OF, OR DEFAULT UNDER THIS AGREEMENT

IN THE EVENT OF FORCE MAJEURE PARTIES SHALL ACT IN THE FOLLOWING MANNER:

A) NOTWITHSTANDING ANYTHING CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE HELD LIABLE TO THE OTHER IN CASE OF ANY DELAY OR FAILURE TO PERFORM ANY OR ALL ITS OBLIGATIONS INCLUDING PAYMENTS OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT THAT SUCH FAILURE IS CAUSED BY A FORCE MAJEURE EVENT.

B) DURING THE PERIOD OF DELAY ATTRIBUTED TO A FORCE MAJEURE EVENT, THE AFFECTED PARTY SHALL USE REASONABLE ENDEAVORS TO OVERCOME AND MINIMIZE THE EFFECTS OF SUCH FORCE MAJEURE EVENT.

C) THE PARTIES SHALL PERFORM THEIR OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT NOT PREVENTED BY THE OCCURRENCE OF A FORCE MAJEURE EVENT AND TAKE REASONABLE STEPS TO MITIGATE THE IMPACT OF SUCH FORCE MAJEURE EVENT. UPON CESSATION OF THE FORCE MAJEURE EVENT, THE AFFECTED PARTY SHALL WITHIN THREE (3) DAYS (OR AS SOON AS REASONABLY PRACTICABLE THEREAFTER) COMMENCE

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GSTIN No: 27AYYPS2229K1ZK

PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

D) IN CASE THE FORCE MAJEURE EVENT DEMONSTRABLY CONTINUES FOR A PERIOD OF SIXTY (60) DAYS, THE AFFECTED PARTY SHALL HAVE A RIGHT TO TERMINATE THIS AGREEMENT WITH A SEVEN (7) DAYS' WRITTEN NOTICE. ALL CONSEQUENCES OF TERMINATION I.E. RETURN OF CONFIDENTIAL INFORMATION AND MATERIAL, CLEARANCE OF PAYMENT DUES, ETC. SHALL THEREOF BE APPLICABLE.

27. LIMITATION OF LIABILITY -

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER 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 CUSTOMER 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.

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.

28. INTELLECTUAL PROPERTY

ALL INTELLECTUAL PROPERTY RIGHTS, ALL RIGHTS IN AND TO SOFTWARE, IN PARTICULAR REGARDING SOURCE CODES, AND THE OWNERSHIP AND TITLE TO DRAWINGS, MODELS,

For MAHINDRA & MAHINDRA LTD.**AUTHORISED SIGNATORY**

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GST Number 27AAACM3025E1ZZ

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GST No.27AAACM3025E1ZZ

PAN No.

PURCHASE ORDER / CONTRACT / SCHEDULING AGREEMENT / WORK ORDER

Vendor Code: DCA00297AA

PO NO. : CK01/A3U/3200285665

Vendor Name & Address:

DATE : 29.01.2026

AEON AIRCONDITIONING SOLUTIONS
OFFICE NO. 109,Devashree Gardens Wing D
THANE,RW Sawant Road

BUYER : Amol Gade

GST NO. : 27AAACM3025E1ZZ

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

POSITIONING DEVICES ETC. REMAIN WITH SUPPLIER. INTELLECTUAL PROPERTY RIGHTS MEANS ESPECIALLY BUT NOT LIMITED TO THE RIGHTS TO, IN, AND UNDER ANY AND ALL METHODS, INVENTIONS, DISCOVERIES, DEVELOPMENTS, IMPROVEMENTS, IDEAS AND INNOVATIONS, WHETHER PATENTABLE OR NOT, PATENTS (PENDING PATENT APPLICATIONS AND ISSUED PATENTS), TRADE SECRETS, KNOW-HOW, UTILITY MODELS, DRAWINGS, SPECIFICATIONS, COPYRIGHTS (REGISTERED AND UNREGISTERED). IN THIS REGARD SUPPLIER GRANTS TO CUSTOMER AN UNLIMITED, TRANSFERRABLE AND NON-EXCLUSIVE, LICENSE TO USE SUCH INTELLECTUAL PROPERTY INsofar AS THIS IS NECESSARY FOR THE USE OF THE SUPPLIES AND SERVICES AND LIMITED THERETO. THE LICENSE SHALL ENTER INTO FORCE ON DELIVERY OF THE EQUIPMENT. THE ROYALTY FEE & ALL CHARGES RELATED TO LICENSE ARE CONTAINED WITHIN THE CONTRACT PRICE.

44.SAFETY :

- a) MAINTAINING OF ALL STATUTORY RULES AND REGULATION FOR HEALTH AND SAFETY INCLUDING LOCAL PROBLEMS SHALL BE YOUR RESPONSIBILITY AND M&M WILL HAVE NO LIABILITY IN THIS REGARD. PAYMENT OF ALL STATUTORY FEES AS REQUIRED FOR THE PROJECT AND APPROVAL SHALL BE IN YOUR SCOPE.
- b) SUPPLIER SHOULD STRICTLY FOLLOW AND STRICTLY ADHERE TO ALL SAFETY MEASURES AND PRECAUTIONS DURING ALL PHASES OF THIS CONTRACT, INCLUDING SAFETY OF THEIR WORK FORCE.
- c) ALL SAFETY REQUIREMENTS WHILE WORKING AT SITE SHOULD BE FOLLOWED BY YOU AS PER APPLICABLE GOVT. HEALTH & SAFETY REGULATIONS.
- d) SUPPLIER'S WORK FORCE SHALL MAINTAIN THE DISCIPLINE IN THE PLANT AND SHALL NOT ENTER AREAS OTHER THAN THE WORK SITE WITHOUT PROPER PERMISSION OF M&M AT SITE.
- e) SUPPLIER SHALL BE RESPONSIBLE FOR ANY LOSS AND DAMAGE TO M&M'S PROPERTY DUE TO NEGLIGENCE OF YOUR CONTRACTORS. THE DAMAGES SHALL BE RECOVERED FROM YOU.
- f) M&M SHALL NOT BE RESPONSIBLE FOR ANY KIND OF COMPENSATION DUE TO ACCIDENTS/DEATH OF SUPPLIER'S AND/OR THEIR SUB-CONTRACTOR'S PERSON AT SITE.

29. SERVICES PROVIDED DURING WARRANTY OF MACHINE SHALL BE AT NO COST TO M&M. ALL QUESTIONS RELATING TO VALIDITY, CONSTRUCTION & PERFORMANCE

For MAHINDRA & MAHINDRA LTD.**AUTHORISED SIGNATORY**

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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.
30. TERMS AND CONDITION MENTIONED IN ENCLOSED ANNEXTURE "A" IS AN INTEGRAL PART OF THIS PO.

For MAHINDRA & MAHINDRA LTD.**AUTHORISED SIGNATORY**

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Item	Part Number	Table 1 - Detail description & specification
10		CONTACT PERSON :- SAMEER APTE NUMBER :- 9860565915

For MAHINDRA & MAHINDRA LTD.**AUTHORISED SIGNATORY**Acceptance of this Order/Contract/Scheduling Agreement constitutes an acceptance of the terms and conditions on the face.
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