

## Annual Rate Contract for Supply of Goods

Reference No: AEL/ARC/CPO/AC-CARL/343/2022

Date: 01.09.2022

### M/s. Daikin Airconditioning India Pvt. Ltd.

Attn. :- Mr. Parth Gandhi  
Address :- 10th Floor, 1001, A-Wing, Commerce House – 5, Beside Vodafone House, Corporate Road, Prahladnagar, Off. S.G. Highway, Ahmedabad 380051, Gujarat, India  
Contact No. :- +91 7043984060  
Email :- Parth.gandhi@daikinindia.com

Subject: Agreement in respect of rates applicable for supply and installation of Air Conditioners to M/s. Adani Enterprises Limited and its affiliates and group companies, as listed in 'Annexure-IV: Details of Buyers and list of Sites and Offices' and Employees of Adani Group Companies.

#### Reference:

1. Your final offer along with confirmation on terms and conditions *vide* email dated 26.08.2022.

Dear Sir,

1. With reference to the aforementioned subject and the correspondence exchanged till date, **M/s. Adani Enterprises Ltd. ("Company")** is pleased to issue this agreement ("**ARC**") to **M/s. Daikin Airconditioning India Pvt. Ltd. ("Seller")**, for supply of **supply and installation of Daikin make Air Conditioners ("Goods")** to the entities listed in 'Annexure-IV: Details of Buyers and list of Sites and Offices' and to such entities as may be notified to the Seller, from time to time (collectively the "**Buyers**" and individually, the "**Buyer**"), as per the rates and the detailed terms and conditions specified in this ARC and as per the 'Price Schedule' enclosed herewith and the specifications set out therein. It may please be noted that any clause, terms or conditions, or part thereof, in the Seller's offer that are repugnant to or inconsistent with the terms stated hereunder shall be void and have no force and effect unless specifically approved by the Buyers in writing.
2. This ARC is executed between the Company (for and on behalf of the Buyers) and the Seller and shall be in full force and effect from the date of this ARC ("**Effective Date**") and shall remain valid upto **31.12.2023**, with a provision to extend subject ARC upto 6 months, unless further extended or renewed by the Company and the Seller in writing, as per mutual agreement.
3. During the validity of this ARC, the Buyers may place specific purchase order(s) on the Seller, which authorises the Seller to supply Goods as per the terms and conditions specified therein ("**Purchase Order(s)**"). Each such Purchase Order shall supplement and be read and construed together with this ARC, including all annexures attached hereto (collectively, the "**Contract**") and shall constitute a single integrated agreement between the Buyer issuing such Purchase Order and the Seller. In no event shall the Company or any of its affiliates or group companies, other than the Buyer who issues a given Purchase Order, be liable for the obligations arising under such Purchase Order. In the event of any inconsistency between the terms and conditions of this ARC and the provisions contained in any Purchase Order, the Purchase Order shall prevail to the extent that any matters are specifically addressed therein.
4. Notwithstanding anything contained to the contrary, if the performance of obligations under any Purchase Order(s) issued prior to expiry of this ARC, is likely to extend beyond the expiry of this ARC, the provisions of this ARC shall survive until the performance of the Seller's obligations under such Purchase Order(s). For the avoidance of doubt, no new Purchase Order(s) shall be issued after the expiry of this ARC.
5. This ARC does not obligate the Buyers to place any Purchase Order on the Seller, but shall define and govern the rights and obligations of the Buyers and the Seller with respect to all the Goods purchased by the Buyers pursuant to, and subject to, the additional terms of each Purchase Order. Further, it is hereby clarified that the actual quantity of the Goods to be purchased by the Buyers from the Seller under this ARC shall depend



upon the Buyers' requirement of the same and the Seller agrees and acknowledges that the Buyers are not liable for any commitment to purchase any specific quantity of Goods from the Seller.

6. The Purchase Orders shall be issued on the basis of the rates for the Goods, as set out in 'Annexure-I: Price Schedule'. The Seller agrees and acknowledges that the rates set out in 'Annexure-I: Price Schedule' shall remain firm for the duration of this ARC.
7. The supply of Goods by the Seller shall be exclusively governed and regulated by the provisions of the Contract, including their respective annexures and schedules, and any other correspondence as may be attached or incorporated herein by reference. Upon acceptance of this ARC, the Seller waives all of its general terms and conditions of sale, as may be applicable to the Goods.
8. Notwithstanding anything to the contrary, the Company reserves the right to: (i) amend the terms and conditions of this ARC as per the mutual agreement of the parties; and (ii) terminate this ARC at any time, without assigning any reason whatsoever.
9. A duplicate copy of this ARC is issued to the Seller. The Seller shall provide a duly signed and stamped copy of this ARC, as a token of having agreed and accepted the terms and conditions of this ARC. If the Seller fails to provide the duly signed and stamped copy of this ARC to the Company within seven (7) days from date of issue of this ARC, the same shall be automatically deemed to have been accepted by the Seller.
10. The following Annexures are enclosed herewith and the same shall form an integral part of this ARC.


Annexure-I -	Price Schedule
Annexure-II -	General Terms and Conditions (GTC)
Annexure-III -	Terms and Conditions
Annexure-IV -	Details of Buyers and list of Sites and Offices
Annexure-V -	Product Wise Warranty

Thank you.

Yours faithfully,

Dr. Sanjay Kumar Gupta


For **M/s. Adani Enterprises Ltd.**

  
Sanjay Kumar Gupta (Sep 21, 2022 11:34 GMT+5.5)

Authorized Signatory

  
Sumeet Jain (Sep 21, 2022 11:33 GMT+5.5)

Sumeet Jain (Sep 21, 2022 11:33 GMT+5.5)

  
Jasmine Sanghavi (Sep 21, 2022 11:11 GMT+5.5)

Jasmine Sanghavi (Sep 21, 2022 11:11 GMT+5.5)


  
Avijit Shukla (Sep 20, 2022 18:33 GMT+5.5)

Avijit Shukla (Sep 20, 2022 18:33 GMT+5.5)

Accepted by

Mr. Arun Wadhawan

For **M/s. Daikin Airconditioning India Pvt. Ltd.**

  
Arun Wadhawan (Sep 21, 2022 15:16 GMT+5.5)

Authorized Signatory

**Annexure-I - Price Schedule**

Type of AC	Capacity (ton)	Star Rating	Model nos.	Final basic Price excluding GST
Split - Non Inverter (Fixed Speed)	1.8	1	FTE60UV16	31,720
	0.8	3	FTL28UV	21,500
	1	3	FTL35UV	23,816
	1.5	3	FTL50UV	28,808
	2.0 / 1.8	2	FTQ60	32,700
Split - Inverter	1	3	A/D/FTKL35UV	24,648
	1.5	3	A/D/FTKL50UV	28,288
	2.0 / 1.8	3	A/D/FTKL60UV	36,608
	1.0 / 1.1	5	FTKM35UV	28,600
	1.5 / 1.6	5	FTKM50UV	33,072
	2.0T / 1.8 R	5	FTKM60UV	45,552
Split-Inverter Without Kit	1	3	GTKL35UV	23,816
	1.5	3	GTKL50UV	26,936
	1.8	3	GTKL60UV	35,048
	2.2	3	GTKL71UV	47,700
	1	5	GTKM35UV	26,936
	1.5	5	GTKM50UV	31,408
	1.5	5	FTKZ50UV ((10 °C - 54 °C DB))	34,200
	1.8	5	GTKM60UV	43,888
Split-Inverter with Hot & Cold	1	3	FTHT35UV	26,108
	1.5	3	FTHT50UV	31,322
	2	3	FTHT60UV	40,338
Cassette Non Inverter	1.5	2	FCQF18ARV16	51,371
	1.9 / 2.0	2	FCQF24ARV16	57,257
	2.4	2	FCQF30ARV16	69,027
	3	2	FCQF36ARV16	85,685
	3.5	2	FCQF42ARV16	98,453
	3.8	2	FCQF48ARV16	1,01,346
Cassette With Inverter	1.5	3	FCVFQ50AV16	54,863
	2	3	FCVFQ71AV16	60,449
	1.4 / 1.5	4	FCVF50ARV16	62,344
	2	4	FCVF71ARV16	68,728
	2.5	4	FCVF90ARV16	93,865
	2.9 / 3	4	FCVF100ARV16	98,154
	3.5 / 3.6	4	FCVF125ARV16	1,10,623
	4	4	FCVF140ARV16	1,12,518
	1.4 / 1.5	5	FCMF50ARV16	65,536
2	5	FCMF71ARV16	72,718	

Type of AC	Capacity (ton)	Star Rating	Model nos.	Final basic Price excluding GST
	2.5	5	FCMF90ARV16	1,00,349
	2.9	5	FCMF100ARV16	1,05,037
	3.5	5	FCMF125ARV16	1,18,703
	4	5	FCMF140ARV16	1,20,797
Ductable Non-Inverter	1	-	FDBF12CRV16	35,611
	1.5	-	FDBF18CRV16	37,207
	2	-	FDBF24CRV16	48,479
	2.5	-	FDMF30CRV16	63,242
	3	-	FDMF36CRV16	68,329
	3.5	-	FDMF42CRV16	75,212
	4	-	FDMF48CRV16	83,491
	5.5	-	FDR65FRV16	1,03,929
	8.5	-	FDR100FRV16	1,38,195
	11	-	FDR130FRV16	1,77,297
16.7 / 17	-	FDR200FRV16	2,74,229	
Ductable with Inverter	1.5	-	FDMF50BRV16	58,154
	2	-	FDMF71BRV16	64,339
	2.5	-	FDMF90BRV16	81,396
	2.8	-	FDMF100BRV16	95,760
	3.5	-	FDMF125BRV16	1,08,528
	4	-	FDMF140BRV16	1,22,792
Floor Mount Non-Inverter	2.4 / 2.5	-	FVRN71	83,214
	3.3 / 3.5	-	FVRN100	92,649
	3.8	-	FVRN125	97,879
	4.6	-	FVRN140	1,03,335

**Low side cost:**

	UOM	Hi-Wall (in INR)	Cassette (in INR)	Floor Standing (in INR)	Ductable upto 4 TR (in INR)	Ductable 5.5 TR (in INR)	Ductable 8.5 TR (in INR)	Ductable 11 TR (in INR)	Ductable 17.5 TR (in INR)
<b>Installation</b>	per Unit	1600	2700	2700	3500	5500	8500	11000	15000
<b>Insulated Copper Pipe</b>	Per Rmt	850	950	950	extra at actual based on sizing				
<b>Communication Cable</b>	Per Rmt	130	extra at actual based on sizing, site requirements						
<b>PVC Drain Pipe 25 mm</b>	Per Rmt	120	extra at actual based on sizing, site requirements						
<b>MS Stand - L type</b>	Per Unit	750	1350	1350	NA	NA	NA	NA	NA
<b>MS Platform</b>	-	As per size and site conditions, at actual							
<b>Refrigerant</b>	per Kg	1200	1200	1200	1200	1200	1200	1200	1200

GST shall be paid at actuals.

For all Adani group businesses & its respective plant locations (except below):

- GST shall be extra as applicable.
- GST shall be extra as applicable for Godda power project outside plant boundary.

For Port (Mundra SEZ Location) and Godda power project:

- GST shall be Zero rated.
- GST shall be Zero rated for supplies within plant boundary.

TCS TAX - Tax Collected at Source (TCS) shall be as per the latest circular issued by Central Board of Direct Taxes (CBDT) & the applicable rate shall be levied. It may be noted that in case if the buyer fails to provide PAN or Aadhar no., the TCS would be applicable at a higher rate as per notification from time to time.

**Annexure-II - General Terms and Conditions (GTC)**

**1. Definitions**

Defined terms used herein or anywhere else in this PO, together with their respective grammatical variations and cognate expressions, shall have the meanings specified herein:

**"Basic Price"** means the amount payable by Buyer to Seller for purchase of Goods, including costs in respect of materials, consumables, tools and tackles, manufacturing, packing, forwarding, freight, loading and unloading charges, insurance charges, margin, overheads, applicable Taxes (except GST) and all other costs associated with Delivery, unless specified otherwise in STC.

**"Buyer"** means the company specified in this PO, including its legal successors and assigns.

**"Defect"** means any defect or damage to Goods on account of non-conformance of Goods with Specifications, including faulty design, engineering or workmanship of Goods affecting the ability of Goods to comply with Specifications.

**"Defect Liability Period"** means the period set out in STC, during which Seller shall remain liable for all repairs or replacement of any Defects at its own cost and expense.

**"Delivery"** means the loading, delivery and ancillary services to be performed by Seller or its representatives to deliver undamaged Goods at Delivery Point, in accordance with Delivery Term and as per other applicable conditions of this PO.

**"Delivery Point"** means the location at which Goods shall be Delivered, as specified in STC.

**"Delivery Schedule"** means the schedule for Delivery as set out in STC.

**"Delivery Term"** means the delivery term, including any applicable Incoterm, for Delivery of Goods, as specified in STC.

**"Drawings"** means all drawings in respect of Goods, furnished by Buyer or Seller and approved by Buyer in writing.

**"Effective Date"** means the date of issuance of this PO by Buyer to Seller, unless otherwise specified in STC.

**"Force Majeure"** means the occurrence of any event which is: (i) beyond the reasonable control of the affected Party; (ii) unavoidable, notwithstanding reasonable care by the affected Party; and (iii) not a result of the affected Party's negligence or failure to perform its obligations, and which has a direct, material and adverse effect upon the affected Party's ability to perform its obligations under this PO, and such events mean acts of God, earthquake, volcanic activity, fire, flood or other natural disasters, war, invasions, riots, terrorism, civil disturbances or embargos.

**"Goods"** mean the goods, including spares, accessories, tools and tackles (as applicable) to be supplied by Seller as per the scope of work in terms of this PO, as specified in STC.

**"GST"** means the applicable goods and services tax payable in terms of applicable law of India for the time being in effect, as applicable to supply of Goods under this PO.

**"Incoterm"** shall mean the delivery terms as published and

defined by the International Chamber of Commerce, in INCOTERMS, 2020 (ICC Publication 723).

**"Party"** means Buyer or Seller, as applicable.

**"PO"** means this purchase order issued by Buyer, together with any schedule, annexure or attachment to this PO, including Specifications and Drawings, along with amendments to any of the foregoing.

**"PO Price"** means the total of Basic Price and applicable GST, payable to Seller for performance of obligations under this PO, as specified in STC.

**"Price Schedule"** means the schedule annexed to this PO, setting out the price payable in respect of Goods.

**"Seller"** means the successful bidder who is awarded this PO by Buyer.

**"Specifications"** mean all technical documents, specifications, guidelines, Drawings, latest international and Indian codes and standards applicable to Goods and any specific requirements that are attached to or set out in this PO or referred to in STC.

**"STC"** means special terms and conditions applicable for this PO and as set out therein.

**"Taxes"** mean and include taxes, duties, levies, cess, royalty, GST and similar imposts, whether in the nature of indirect tax or direct tax and whether or not imposed at the state, municipal or any other level.

**2. Price, Terms and Mode of Payment**

**2.1.** PO Price shall remain firm for the entire duration of this PO, including extensions, if any, and shall not be subject to escalation for any reason whatsoever, unless as provided for in the PO or otherwise agreed by Buyer.

**2.2.** PO Price shall be paid by wire transfer as per the terms specified in STC and subject to deductions and/or withholdings required under applicable laws. Seller shall raise invoices for claiming payment of the PO Price, in electronic format as may be prescribed under applicable law and specified in STC. Seller shall ensure that all such invoices raised hereunder are correct and complete. Invoices issued in other manner shall be deemed to be invalid and shall not be eligible for any payments. Any payment made by Buyer shall not be deemed to constitute acceptance by Buyer of Goods or any part(s) thereof.

**3. Taxes**

**3.1.** Applicable Taxes on Goods shall be as specified in STC. Buyer shall pay the applicable GST to Seller at actuals, as per rates specified in the Price Schedule. Seller shall: (i) deposit applicable GST; (ii) file returns and such other analogous statutory filings in respect thereto with the relevant government authorities, in accordance with applicable laws; and (iii) submit to Buyer all relevant documentation evidencing such compliance and deposit of GST within three (3) days of filings and/or deposit. Buyer shall be entitled to withhold payments due to Seller under this PO, to the extent GST amounts are not deposited by Seller with the government authorities, along with any interest,

fine and/or penalty that may be levied under applicable laws, if Seller fails to comply with this Clause 3.

- 3.2.** Seller shall comply with all requirements stipulated under applicable laws in respect of deposit of Taxes. Any expenses suffered by Buyer on account of Seller's non-compliance with such applicable laws shall be to Seller's account. Any new Tax or a variation in rate of applicable GST on Goods after the Effective Date and up to scheduled Delivery shall be to Buyer's account. Any increase in rate of applicable GST or imposition of new Taxes during the period where Delivery is delayed, for reasons not attributable to Buyer, shall be to Seller's account.

#### **4. Drawings**

Unless otherwise required by Buyer, Seller shall submit copies of Drawings to Buyer for approval. Notwithstanding any consent or approval of Buyer, Seller shall be responsible for any discrepancies, errors or omissions in the Drawings, documents and other particulars supplied by Seller.

#### **5. Packing, Forwarding and Transportation**

- 5.1.** Unless otherwise specified in STC, Basic Price shall be inclusive of packing, forwarding and transportation charges. Any loss/expense caused due to breakage, damage or pilferage of Goods while in transit, shall be borne by Seller. Seller shall either appoint a carrier recommended by Buyer, or engage a carrier or transporter which is acceptable to Buyer.
- 5.2.** Seller shall be responsible for complying with Central Goods and Services Act, 2017 ("CGST Act") and Central Goods and Services Tax Rules, 2017 ("CGST Rules"), generation of applicable e-way bill in accordance with the provisions thereof, as well any extension, amendment and cancellation thereof, and Buyer shall provide the required details to Seller in this regard, upon request. Copy of e-way bill shall be provided along with details of dispatch vehicle and other transportation documents before carriage of Goods, and such e-way bill copy shall be handed over to Buyer upon Delivery. Any fine/penalty levied upon Buyer due to Seller's non-compliance with CGST Act and CGST Rules shall be recovered from Seller at actuals.
- 5.3.** All Goods shall be carefully packed according to nature of Goods, and in a manner appropriate for safe and secure carriage of Goods in accordance with any instructions specified in STC, or as per industry standards. All packing cases are non-returnable, unless otherwise specified in STC.

#### **6. Insurance**

Unless otherwise specified in STC, Seller shall procure at its cost, all insurances required to be obtained by Seller in terms of applicable law, including transit risk insurance. The insurance procured shall cover all risks till Goods are Delivered and unloaded at the Delivery Point, unless otherwise specified in STC. The Buyer's lenders (where required by Buyer) shall be designated as 'loss payees' in insurances obtained by Seller under this PO.

#### **7. Inspection**

Buyer reserves the right to appoint a third party inspector or its own representative for inspection of Goods, or require Seller's technically qualified experts at Seller's works to carry out inspection on Buyer's behalf. Seller shall provide all assistance to Buyer in inspection of Goods, including but not limited to providing access to Buyer to its works, and furnishing inspection reports and test certificates to Buyer.

#### **8. Acceptance and/or Rejection of Goods**

Final inspection of Goods for compliance with Specifications and the terms of this PO shall be performed upon Delivery, and Buyer's determination shall be final in this regard. Buyer reserves the right to reject Goods, in part or in full, that are non-compliant with Specifications and terms of this PO, and shall inform Seller of Buyer's determination in writing. Buyer shall have the right to adjust the PO Price in proportion to Goods rejected. No claim by Seller in respect of such rejection shall be entertained. Seller shall repair/replace the Defective Goods, at its own cost and risk, within a timeframe advised by Buyer. The rejected Goods shall be immediately retrieved by Seller. If Seller fails to retrieve such rejected Goods within thirty (30) days of such rejection, Buyer shall have the right, at Seller's risk and cost, to dispose such rejected Goods towards recovery of costs incurred by Buyer on storage, handling and disposal of such rejected Goods.

#### **9. Title and Risk**

Unless otherwise specified in PO, all Goods shall become the property of Buyer, on the earlier of: (i) completion of Delivery; or (ii) payment of PO Price by Buyer. The risk in Goods shall pass from Seller to Buyer upon Delivery. For avoidance of doubt, in the case of partial or staggered Delivery, title and risk in Goods shall pass from Seller to Buyer in accordance with this Clause in respect of such Goods which have been Delivered or paid for.

#### **10. Defect Liability**

During Defect Liability Period, any Defect or damage found in Goods shall be promptly repaired, replaced or otherwise made good at Seller's cost. If Seller fails to remedy such Defect within the time period advised by Buyer, Buyer may, by providing a notice to Seller, proceed to rectify such Defect, and all costs incurred by Buyer in connection therewith shall be reimbursed by Seller, or deducted by Buyer from any amounts due to Seller.

#### **11. Fitment, Interchangeability Guarantee and Shelf-Life**

- 11.1.** All Goods procured under this PO shall be fully interchangeable (dimensionally and/or functionally, as applicable) with certain other parts or components (as may be specified in this PO) and identical to such corresponding main part or component. Seller shall submit to Buyer a certificate guaranteeing the fitment-cum-interchangeability of such spares, components or parts upon Delivery.
- 11.2.** Seller warrants that minimum residual shelf-life of all Goods supplied under this PO shall, at the time of Delivery, be at least seventy five percent (75%) of the shelf-life of such Goods as prescribed by Buyer.

#### **12. Seller's Liability for Failure to Perform**

In case Seller fails to complete Delivery or this PO is terminated in accordance with Clause 18, then without prejudice to any other rights that Buyer may have under applicable law or this PO, Buyer shall have the right to procure goods or equipment similar to Goods from a third party. In such an event, Seller shall be liable to reimburse additional costs incurred by Buyer on procurement of such goods or equipment.

### 13. Representations, Warranties and Covenants

13.1. Seller represents, warrants and covenants with the Buyer that: (i) it has full power and authority to execute and deliver this PO; (ii) the execution, delivery and performance of this PO by Seller does not and shall not conflict with or result in breach of any applicable laws; (iii) Goods furnished by it shall be fit for the purposes and uses intended and capable of operation as per Specifications and in accordance with this PO; (iv) it has requisite skill, knowledge, expertise, experience, personnel, financial and technical capability and adequate infrastructure to successfully perform all obligations under this PO; (v) it ensures responsible business management with respect to environmental, social and governance related matters; and (vi) it is fully aware of and shall comply with all safety regulations, code of conduct (as published on the Buyer's website) and applicable laws which must be complied with in its performance of obligations under this PO.

13.2. Seller further covenants that it shall, as a part of performing its obligations under this PO, ensure responsible business management pertaining to environmental, social and governance related matters and comply with policies, codes and guidelines, as may be notified by Buyer to Seller in this regard and as per applicable laws.

### 14. Intellectual Property Rights

Seller represents and warrants that Goods do not, and shall not, infringe any patent, utility model, design, trademark, copyright or other intellectual property right of any third party. The title and license to all designs, Drawings, documentation, inventions and discoveries made by Seller while performing its obligations under this PO, shall be vested in Buyer, and Buyer shall be entitled to copy or reproduce documents, Drawings and other information furnished by Seller in this regard for the purpose of which they are intended, without requiring Seller's permission.

### 15. Indemnity

Seller shall defend, indemnify and hold harmless Buyer, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, losses, damages, costs and expenses of whatsoever nature, which Buyer may suffer, as a result of: (i) any infringement or alleged infringement of intellectual property rights of a third party; (ii) any fraud, gross negligence, wilful misconduct or illegal acts or omissions of Seller; (iii) non-compliance with applicable laws by Seller; or (iv) injury to or death of any person or damage to or loss of property of

any parties caused by any act or omission of Seller or Seller's personnel.

### 16. Limitation of Liability

The aggregate liability of either Party under this PO shall not exceed PO Price, provided that the limitation shall not apply to: (i) any obligation of Seller to repair or replace Defects in Goods; or (ii) any liability pursuant to Seller's indemnity obligations set out in Clause 15.

### 17. Force Majeure

Each Party shall be excused from performance of its obligations under this PO and shall not be considered in default with respect to any obligation hereunder, if and to the extent that a failure of, or delay in performance is due to an event of Force Majeure, provided that the affected Party shall give notice of such event of Force Majeure to the other Party as a precondition to claiming relief for Force Majeure, as soon as reasonably practicable, but not later than seven (7) days after the date on which it knew or should reasonably have known of commencement of the event of Force Majeure. To the extent not prevented by an event of Force Majeure, the affected Party shall: (i) continue to perform its obligations under this PO; and (ii) use reasonable efforts to mitigate the effect of any event of Force Majeure.

### 18. Termination

Buyer reserves the right to terminate this PO either in part or full, by giving seven (7) days' written notice to Seller: (i) for convenience; (ii) in the event any proceeding is instituted against Seller seeking to adjudicate Seller as bankrupt or insolvent, and such proceeding has not been withdrawn or dismissed within ten (10) days of its institution; or (iii) in case of breach by Seller of its obligations under this PO. No claim shall lie against Buyer towards any losses suffered by Seller in this regard. Upon such termination, Buyer shall have an option of taking Delivery of completed portion of Goods and/or requiring Seller to refund all amounts paid. Any terms that by their nature survive termination of this PO remain in effect until fulfilled, and shall apply to successors and assigns of the Parties.

### 19. Governing Law and Dispute Resolution

This PO shall be governed by laws of India and courts at Ahmedabad, Gujarat, India shall have exclusive jurisdiction in all matters relating to this PO for the purpose of dispute resolution and for enforcement of any action and proceedings arising out of this PO.

### 20. Amendment

20.1. Buyer reserves the right to modify terms of this PO at any point of time, by written notice to Seller, and Seller shall incorporate such modifications in the course of performing its obligations.

20.2. If: (i) any change pursuant to Clause 20.1 results in an impact on PO Price or Delivery Schedule; or (ii) Seller requires any addition, variation or change in terms of this PO, Seller shall provide notice to Buyer, and Parties shall mutually agree upon an equitable adjustment to PO Price and Delivery Schedule, which shall be effective upon a written amendment to this PO.



## 21. Confidentiality

All information including, without limitation, any oral and written information disclosed by Buyer to Seller or any other person/entity acting for and on behalf of Seller, shall be deemed to be confidential and proprietary to Buyer. Seller shall not disclose or use any information supplied hereunder for a purpose other than for performance of its obligations under this PO, unless otherwise specified, and further undertakes to not reverse engineer any information furnished by Buyer. Seller shall keep the confidential information securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means). Seller shall, as soon as practicable and upon request by Buyer, return to Buyer or irretrievably destroy all original documents and copies thereof which contain confidential information as set out in Buyer's request. The Seller shall abide by applicable laws prohibiting insider trading and shall not use any confidential information for the purposes of trading in the securities market.

## 22. Set-off and Adjustment

22.1. Seller agrees that Buyer shall have a right to set-off or adjust payments due and payable to Seller under this PO against any payments due and receivable from Seller. In case the amounts due to Buyer from Seller are more than the amounts that could be adjusted or set-off from payments due to Seller, Buyer shall have the right to raise a credit note on Seller to recover such due and outstanding amounts.

23. It is agreed between Parties that all payments by Seller in respect of any payment obligations of Seller in terms of this PO shall be made without any deductions or set-off. If Seller is prevented by applicable law or otherwise from making or causing to be made such payments without deduction, Seller shall gross-up such payments by such amounts as may be necessary for Buyer to receive the full payments it would be entitled to receive, had such

payments been made without such deduction.

## 23. Anti-bribery and Anti-corruption

Seller covenants that neither Seller nor any of its affiliates, sub-suppliers or representatives have offered or given, nor shall they offer or give, any bribe, commission or gift to a representative of Buyer or its affiliates in relation to the obtaining or execution of this PO. Seller shall be liable for all losses suffered by Buyer on account of Seller's breach of this Clause, and Buyer may recover such losses by deduction, set-off or recovery from amounts otherwise due to Seller.

## 24. Assignment and Subcontracting

Buyer shall be entitled to assign the whole or any part of this PO, or any interest or benefit herein, without the consent of Seller. Seller shall not be entitled to assign any part of this PO or any benefit or interest thereunder without obtaining Buyer's prior written consent. Seller shall be responsible for acts, omissions and defaults of any subcontractor as fully as if they were the acts, omissions or defaults of Seller and any assignment or subcontracting shall not relieve Seller of any of its responsibilities under this PO or at law.

## 25. Independent Contractor

Parties acknowledge and accept that Seller shall act and perform its obligations under this PO as an independent contractor and that Seller shall not be regarded as an employee, agent or partner of Buyer. Seller shall not have any power or authority to enter into any contract, agreement or arrangement for or on behalf of Buyer.

## 26. Waiver

Any waiver of a Party's rights, powers or remedies under this PO shall be in writing, dated and signed by such Party or its authorized representative granting such waiver. A Party granting such waiver shall specify the right and the extent to which such right is being waived.

**ANNEXURE - III**

**SPECIAL TERMS AND CONDITIONS**

Sr. No.	Particulars	Buyer's Terms and Conditions
1.	<b>Scope of Work</b>	Supply & Installation of Daikin make Air Conditioners on Delivery Term as per the point no. 3 herein below basis at the locations as specified in 'Annexure-IV: Details of Buyers and list of Sites and Offices'.
2.	<b>Validity of the ARC</b>	This ARC shall be in full force and effect till 31.12.2023 (with a provision to extend subject ARC upto 6 months after mutual agreement post 31.12.2023).
3.	<b>Delivery Term</b>	DAP – Delivered At Place at Buyer's respective site location.
4.	<b>Delivery Point</b>	Seller shall Deliver the Goods at the locations specified in 'Annexure-IV: Details of Buyers and list of Sites and Offices' as per the Delivery Term.
5.	<b>Delivery Schedule</b>	All Goods shall be Delivered at the Delivery Point within 15-21 (Fifteen to Twenty One) days from the date of issuance of the PO.
6.	<b>Unit Rates</b>	<p>The unit rates for the Goods shall be as specified in Price Schedule under Annexure-I. The Price Schedule shall remain firm upto 31.12.2023 and shall be inclusive of packing, forwarding, freight and transit insurance charges up to the Delivery of the Goods at Delivery Point.</p> <p>Thereafter, the prices shall be mutually discussed in view of model changes which may happen due to government regulation &amp; revised prices shall be applicable for the balance tenure of the ARC.</p>
7.	<b>GST</b>	<p>GST shall be paid at actuals, as per the rates specified in the Price Schedule. For all Adani group businesses &amp; its respective plant locations (except below):</p> <ul style="list-style-type: none"> <li>• GST shall be extra as applicable.</li> <li>• GST shall be extra as applicable for Godda power project outside plant boundary.</li> </ul> <p>For Port (Mundra SEZ Location) and Godda power project:</p> <ul style="list-style-type: none"> <li>• GST shall be Zero rated.</li> <li>• GST shall be Zero rated for supplies within plant boundary.</li> </ul>
8.	<b>TCS TAX - Tax collected at source (TCS)</b>	Tax Collected at Source (TCS) shall be as per the latest circular issued by Central Board of Direct Taxes (CBDT) & the applicable rate shall be levied. It may be noted that in case if the buyer fails to provide PAN or Aadhar no., the TCS would be applicable at a higher rate as per notification from time to time.

Sr. No.	Particulars	Buyer's Terms and Conditions
9.	<b>Payment Terms</b>	<p>One hundred percent (100%) of the PO Price payable under each PO shall be paid to Seller within fifteen (15) days after receipt of Goods at the Delivery Point and submission of invoice along with the requisite dispatch documents prescribed by Buyer. In case of partial or staggered Delivery, the PO Price shall be paid on a pro-rata basis for such Goods Delivered.</p> <p>For Purchase by Adani Employees:- Directly by Adani Employee on payment of One hundred percent (100%) advance basis.</p>
10.	<b>Dispatch Documents</b>	<p>The list of documents to be furnished by Seller under each PO shall include:</p> <ul style="list-style-type: none"> <li>(i) one (1) set of original and two (2) sets of copies of the consignment note (lorry receipt/ goods receipt/railway receipt, whichever is applicable);</li> <li>(ii) three (3) sets of the original tax invoice;</li> <li>(iii) one (1) set of original and two (2) sets of the original packing list;</li> <li>(iv) two (2) sets of copies of test certificates and drawings (as may be applicable); and</li> <li>(v) one (1) copy of the e-way bill</li> </ul>
11.	<b>Defect Liability Period</b>	Refer product wise warranty at Annexure-V
12.	<b>Complimentary / Free service</b>	Seller will give complimentary free service for 1 (one) year / 2 (two) services whichever is earlier after installation of the Goods.
13.	<b>Liquidated Damages</b>	Not Applicable
14.	<b>MSME Status</b>	Seller is registered as a micro/small/medium enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and the rules and regulations made thereunder. Seller shall furnish documentary evidence with respect to its status as a micro/small/medium enterprise.
15.	<b>Specific Agreed Terms – 1</b>	<ul style="list-style-type: none"> <li>• At any point of time during the currency of contract, if Suppliers offered prices are found lower than ARC prices to any other Adani group company, prices offered lower than ARC prices shall be applicable to entire Adani group companies with retrospective date and accordingly balance or payable amount shall be adjusted.</li> <li>• Service call need to be attended maximum within 2 day from the date of raising of complaint and need to be successfully closed within 5 days, else intimated specifically.</li> <li>• Seller shall guarantee that the AC units meet the performance parameters &amp; utilization of green gas as per manufacturer's standards.</li> <li>• At any point of time during the currency of ARC, any representative of Adani group or an agency appointed by Adani group with seven (07) days prior intimation may inspect Supplier's manufacturing facility to assess quality conformance and their decision shall be final and binding on supplier. Said inspection may also be conducted randomly at Owner's plant for the goods received and in case of any non-conformance observed, either the supplied item or entire lot may be rejected &amp; returned at the risk and cost of Supplier.</li> </ul>

Sr. No.	Particulars	Buyer's Terms and Conditions
15.	<b>Specific Agreed Terms – 2</b>	<p>For Supply and Installation to Adani Employees:</p> <ul style="list-style-type: none"> <li>• For employee. delivery will be will be executed through Authorised Dealer.</li> <li>• Delivery will be exeuted against 100% advance payment.</li> <li>• Employees need to provide their requirement through their valid official email ID with their proper scan of their ID card and their delivery address.</li> <li>• Delivery time for machines to the respective employees location may vary as per the machine availability or the delivery location.</li> <li>• Authorised Dealer name &amp; contact detail will given at the time of place memnt of the order.</li> <li>• Any Employee want to order the Air Conditioner shall contact Mr. Parth first.</li> </ul>

**ANNEXURE - IV**  
**Details of Owners and list of Sites and Offices**

Sr. No.	Site Location / Address	Seller / Distributor / Channel partner detail
1	All site locations / offices of Adani group companies located pan India.	<p><b>M/s. Daikin Airconditioning India Pvt. Ltd.</b></p> <p><b>Address:-</b> 10th Floor, 1001, A-Wing, Commerce House – 5, Beside Vodaphone House, Corporate Road, Prahladnagar, Off. S.G. Highway, Ahmedabad 380051, Gujarat, India</p> <p><b>Contact Person:-</b> Mr. Parth Gandhi</p> <p><b>Contact No.:-</b> +91 7043984060</p> <p><b>Email:-</b> parth.gandhi@daikinindia.com</p> <p><b><u>In case of escalations only:</u></b></p> <p><b>Contact Person:</b> Mr. Arun Wadhawan  <b>Contact No.:</b> +91 9824055519  <b>Email:</b> arun.wadhawan@daikinindia.com</p> <p>Employee Requirements shall be fulfilled thru dealers as &amp; when nominated.</p>

Details list of sites and offices alongwith addresses are attached overleaf.

## ANNEXURE - V

### PRODUCT WISE WARRANTY

#### **DAIKIN AIRCONDITIONING INDIA PRIVATE LIMITED ("DAIPL") PRODUCT**

##### **A. Split Unit Hi-wall Non-Inverter**

The Daikin Split Air conditioner (hereinafter referred to as "Product") comes with 12 months warranty from the date of invoice to customer, ("initial warranty period") on all parts except front grill & plastic parts and, thereafter 4 years (48 months) additional warranty on the compressor, from the end of initial warranty period of the product ("additional warranty period") (initial warranty period and additional warranty period is hereinafter referred to as "warranty"). In the additional warranty period, the purchaser shall be only entitled to repair/replacement of compressor wherein the additional/ancillary cost associated to gas charging, related labour and transportation charges or any parts such as condenser coil, evaporator coil, capillary, suction line, electronic parts, etc. are not covered and shall be borne by the purchaser. Provided always that the warranty card bears the rubber stamp, date & signature of DAIPL's Authorized Dealer.

##### **B. Split Unit Hi-wall Inverter**

The Daikin Split Air conditioner (hereinafter referred to as "Product") High wall inverter comes with 12 months warranty from the date of invoice to customer, ("initial warranty period") on all parts except front grill & plastic parts and, thereafter 4 years (48 months) additional warranty on PCB card (printed circuit board) and 9 years (108 months) additional warranty on the compressor, from the end of initial warranty period of the product ("additional warranty period") (initial warranty period and additional warranty period is hereinafter referred to as "warranty"). However, in case of PCB - The PCB card of indoor or outdoor unit shall be repaired/replaced whichever is required at the sole discretion of DAIPL. This additional warranty will not cover handling and fixing charges of PCB Card. Any failure due to improper power supply as detailed in point no 5 below shall not be covered in this additional warranty period. With respect to compressor, the additional warranty covers compressors and shall not cover gas charging, related labour and transportation charges or any parts such as condenser coil, evaporator coil, capillary, suction line, electronic parts, etc. Provided always that the warranty card bears the rubber stamp, date & signature of DAIPL's Authorized Dealer.

#### **TERMS AND CONDITIONS UNDER PRODUCT WARRANTY CARD**

1. The Warranty is confined to the purchaser who has purchased the Product, only from DAIPL or an Authorized dealer or Distributor of DAIPL ("Purchase"/ "First Purchaser"). The warranty including the Additional warranty cannot be transferred by the First Purchaser to any person by whatever means of the same Product.
2. DAIPL warrants to the First Purchaser, that the product is free from defects in material and workmanship under normal use and service for the initial warranty period.
3. Warranty does not cover accessories external to the Product.
4. The Product is designed to operate at voltage supply of 230 Volts plus or minus 10% in case of single phase Product & 415 V plus or minus 5% in case of three phase product. Any failure due to operation of the Product outside the voltage limits will not be covered under this warranty. If the voltage availability is outside these limits, the Purchaser is required to install a proper stabilizing equipment. However, voltage stabilizing equipment is not covered under this warranty.
5. The first Purchaser shall be entitled to the following services under the Warranty, free of cost, by authorized dealer / authorized representatives of DAIPL.

##### **5.1 Preventive Maintenance of Product**

5.1.1 Preventive maintenance checkup will be carried out two times in a period of 12 months from the date of invoice on request from the user, which will include;

5.1.2 General cleaning and brushing.

5.1.3 General internal checkup.

5.1.4 Cleaning of Air filter.

5.1.5 Lubrication of moving parts.

5.1.6 Checking of electrical contracts.

6 In case of complaint registered by the Purchaser all efforts will be made promptly to attend to the complaint. Repair / replacement of part(s) during the Warranty will be free of cost, if it is determined by the authorized representative/dealer of DAIPL that these are due to manufacturing defects. In no case this Warranty shall be extended to the replacement / return of product.

7. This warranty for the Product will expire automatically upon completion of 12 months from the date of invoice, irrespective of the period the product was / was not in use by the Purchaser or was not giving proper performance or was under breakdown or the time taken for repair / replacement of defective parts or even if some part/s have been repaired or replaced during the Warranty period.

8. Call registered with the centralized helpline/authorized service center, wherein only cleaning of the unit/parts in the unit due to dust accumulation on portions of the unit, general explanations/returning, are not to be considered as defects.

9. If any coloured internal or external components are replaced, there will be commitment to ensure that the shades match with the original or other components. The replaced shades, patterns, tints may vary from the Purchaser's unit due to continuous usage of the unit. Any matching components changed at Purchaser's request will be on chargeable basis except the component which actually needed.

10. For the Product installed outside the municipal limits of the city jurisdiction, to and fro expenses incurred in collecting the Product or parts thereof and expenses incurred lodging, boarding conveyance and other incidental charges will be borne by the Purchaser and shall be payable in advance.

11. In case of shifting of Product by the original Purchaser, then in order to avail continuing Warranty on the Product, the Purchaser should call DAIPL's authorised representative/dealer for carrying out any alteration in the Installation of the Product. The responsibility including expenses for shifting/transportation/transit insurance of the Products shall rest with the Purchaser. The charges toward repair/replacement of parts consequent to shifting, if any, will be to Purchaser's account.

12. DAIPL undertakes no liability for any direct, indirect and consequential losses, damages such as loss of profit, loss of goodwill, loss of life etc and/or damages caused to the Purchaser or third party due to non or partial performance of the Product or any part thereof.

13. The Purchaser should preserve the original invoice and Warranty Card for necessary verification and produce it at the time of service.

14. The nominal capacity of Product is at standard test condition. Any deviation in the condition either on outdoor or indoor side will affect the Product performance.

15. The decision of DAIPL with regard to the settlement of all claims under this Warranty shall be final.

16. Courts in Delhi shall have exclusive jurisdiction in the event of any dispute.

#### **CONDITIONS UNDER WHICH THIS WARRANTY SHALL BECOME VOID**

The First Purchaser clearly understands and agrees that the warranty conditions shall be null and void, if:

1. The Product is transferred by the First Purchaser to any person.
2. The Warranty Card is not completed properly at the time of purchase of Product.
3. The completed warranty Card is not presented to authorized service personnel at the time of service of the Product.
4. The Product is not operated according to instructions given in the Operating Instruction Booklet.
5. Installation of Product by any person other than DAIPL's authorised dealer/representative.

6. Use of spurious fragile parts, such as front grill, knobs, louvers, air filters etc.
7. Presence of foreign objects in the Product.
8. Product connected to improper power supply.
9. Damage to the Product due to operation in an abnormally corrosive alkaliine/acidic atmosphere.
10. Damage resulting due to any defect which is not immediately notified to DA IPL and/or its Authorised dealer/representative.
11. Any defect or damage resulting due to improper maintenance of Product.
12. Removal, obliteration or alteration of original serial number of the Product including compressor and other parts.
13. Defects are caused causes beyond control of DA IPL like lightening, abnormal voltage, Acts of God, environmental conditions, negligence of Purchaser in using Product or while in transit to service center or Purchaser's place of usage of Product.
14. Damage to the Product or any part/s due to transportation or shifting is not covered under Warranty.
15. The Warranty of the Product is void, if the failure of the compressor is due to lack of proper preventive maintenance of the Product by the Purchaser or if the Product is repaired or attended by an unauthorized person. DA IPL's decision in this regard will be final and binding on the Purchaser.



**Price Schedule for supply and installation of Air Conditioners**

Type of AC	Capacity (ton)	Star Rating	Daikin	
			Model nos.	Final Price
Split - Non Inverter (Fixed Speed)	1.8	1	FTE60UV16	31,720
	0.8	3	FTL28UV	21,500
	1	3	FTL35UV	23,816
	1.5	3	FTL50UV	28,808
	2.0 / 1.8	2	FTQ60	32,700
Split - Inverter	1	3	A/D/FTKL35UV	24,648
	1.5	3	A/D/FTKL50UV	28,288
	2.0 / 1.8	3	A/D/FTKL60UV	36,608
	1.0 / 1.1	5	FTKM35UV	28,600
	1.5 / 1.6	5	FTKM50UV	33,072
2.0T / 1.8 R	5	FTKM60UV	45,552	
Split-Inverter Without Kit	1	3	GTKL35UV	23,816
	1.5	3	GTKL50UV	26,936
	1.8	3	GTKL60UV	35,048
	2.2	3	GTKL71UV	47,700
	1	5	GTKM35UV	26,936
	1.5	5	GTKM50UV	31,408
	1.5	5	FTKZ50UV ((10 °C - 54 °C DB))	34,200
Split-Inverter with Hot & Cold	1	3	FTHT35UV	26,108
	1.5	3	FTHT50UV	31,322
	2	3	FTHT60UV	40,338
Cassette Non Inverter (fixed speed)	1.5	2	FCQF18ARV16	51,371
	1.9 / 2.0	2	FCQF24ARV16	57,257
	2.4	2	FCQF30ARV16	69,027
	3	2	FCQF36ARV16	85,685
	3.5	2	FCQF42ARV16	98,453
Cassette With Inverter	3.8	2	FCQF48ARV16	1,01,346
	1.5	3	FCVFAQ50AV16	54,863
	2	3	FCVFAQ71AV16	60,449
	1.4 / 1.5	4	FCVF50ARV16	62,344
	2	4	FCVF71ARV16	68,728
	2.5	4	FCVF90ARV16	93,865
	2.9 / 3	4	FCVF100ARV16	98,154
	3.5 / 3.6	4	FCVF125ARV16	1,10,623
	4	4	FCVF140ARV16	1,12,518
	1.4 / 1.5	5	FCMF50ARV16	65,536
	2	5	FCMF71ARV16	72,718
	2.5	5	FCMF90ARV16	1,00,349
	2.9	5	FCMF100ARV16	1,05,037
	3.5	5	FCMF125ARV16	1,18,703
4	5	FCMF140ARV16	1,20,797	
Ductable Non-Inverter	1	-	FDBF12CRV16	35,611
	1.5	-	FDBF18CRV16	37,207
	2	-	FDBF24CRV16	48,479
	2.5	-	FDMF30CRV16	63,242
	3	-	FDMF36CRV16	68,329
	3.5	-	FDMF42CRV16	75,212
	4	-	FDMF48CRV16	83,491
	5.5	-	FDR65FRV16	1,03,929
	8.5	-	FDR100FRV16	1,38,195
	11	-	FDR130FRV16	1,77,297
16.7 / 17	-	FDR200FRV16	2,74,229	
Ductable with Inverter	1.5	-	FDMF50BRV16	58,154
	2	-	FDMF71BRV16	64,339
	2.5	-	FDMF90BRV16	81,396
	2.8	-	FDMF100BRV16	95,760
	3.5	-	FDMF125BRV16	1,08,528
	4	-	FDMF140BRV16	1,22,792
Floor Mount Non-Inverter	2.4 / 2.5	-	FVRN71	83,214
	3.3 / 3.5	-	FVRN100	92,649
	3.8	-	FVRN125	97,879
	4.6	-	FVRN140	1,03,335