

# SERVICE CONTRACT

## GENERAL RULES FOR SERVICE CONTRACTS

### 1.0 VALIDITY

This contract is valid for one year from the agreed starting date. The contract could be renewed at the end of its period on mutually agreed terms and conditions. Either party is entitled to terminate the contract in writing if the other party commits a significant breach of the contract and fails to remedy such breach within 30 days of being brought to the attention of the other party. In such an event, the contract fee should be applied on prorata basis, up to termination date and any balance due/excess paid shall be paid/ refunded.

### 2.1 MAINTENANCE

#### 2.1.1 Preventive Maintenance

This consists of measures regarded by **SPX** as necessary to maintain the equipment in a proper operating condition. Preventive maintenance includes functional checking, necessary adjustments, etc. PM to be carried out at times planned in advance.

#### 2.1.2 Breakdown Maintenance

This is to be carried out in the event of malfunction, which prevent the operation of the equipment. Work to be carried out during the service coverage time as per the AMC contract. Breakdown Maintenance includes faultfinding, repair or replacement of defective parts and functional checking.

### 2.2 Spares & Materials

2.2.1 All the spares "except those are not covered (as mentioned in the parts excluded)" will be supplied by **SPX** as a part of service. Contract and these spares will be kept at **SPX** office. Additions/ Deletions of these spares, if any would be done by **SPX**, to ensure minimum downtime. (This point is not applicable for without spares offer).

2.2.2 Defective parts discovered during maintenance could either be repaired or replaced by new or as new Parts. Spares replaced will be either of the same make or equivalent. **SPX** shall decide whether defective parts are to be replaced or repaired.

2.2.3 Parts removed shall be property of **SPX**.

### 2.3 Tools/Instruments

**SPX** would provide necessary tools and instruments to their Service Engineer for the purpose of servicing the equipment covered by the contract. Customer should provide vacuum cleaner/Blower required for cleaning the UPS cubicle along with necessary unskilled manpower.

### 3.0 OBLIGATIONS & RIGHTS OF THE PARTIES:

3.1 The customer agrees to use and operate the equipment only in the manner special and approved by Shakti Powertronix.

3.2 The customer agrees to keep an operating logbook, cleanliness in and around the equipment. Any malfunction that develops must immediately be reported to **SPX** and the customer must make the equipment available to **SPX** engineer and extend necessary cooperation so that maintenance can be properly carried out.

3.3 If a malfunction develops in the equipment as a result of accident, fire, lightning, willful damage, negligence, other incorrect operation, faulty electrical power supply, or other equipment not covered by this contract or as if consequence of deviations from approved operating conditions, the customer shall similarly be responsible for cost ensuing.

**Customer's Signature & Stamp**

**For SHAKTIPOWERTRONIX**

Auth. Sign

- 3.4 If the operating conditions of the equipment are significantly changed because the Customer has without the written approval of **SPX** moved part of the equipment to another position or has modified or extended the equipment, **SPX** reserves the right to modify the contract to conform to the installation in its modified form.
- 3.5 As far as premises and connected equipment are concerned the customer shall provide and pay for such arrangements and measures as may be required to ensure that the maintenance work on the equipment can be carried out without risk to the health, safety or working capacity of **SPX** personnel and shall, at the request of **SPX** make available auxiliary equipment and personnel for lifting and transport to operate any machine or process connected to the equipment.
- 3.6 **SPX** reserves the right to sub-contract to its authorized service agents the responsibility to service your installation or part thereof. **SPX** assumes full responsibility for quality of services rendered by the authorized service agent.

#### 4.0 **GROUNDS FOR DISCHARGE FROM LIABILITY:**

**SPX** is relieved of its liability if it is unable to carry out maintenance, repair the equipment or supply spare parts, if this is due to industrial conflict or some other circumstance such as war, fire, natural catastrophe, Phase Input, accident, currency or import restrictions or delays from subcontractors due to a circumstance which is beyond the control of **SPX**.

#### 5.0 **PRICE**

Price quoted is basic price. Taxes & duties (VAT) will be charged extra at applicable rate. Service tax payable as per service tax rules in the finance act 1997, if applicable shall be recovered from customer in addition to the fees for maintenance contract.

#### 6.0 **PAYMENT**

The fee for the servicing contract is payable 100% in advance along with Purchase Order or Signed Contract.

#### 6.1 **PAYMENT TERMS**

- The annual maintenance charges specified in this contract shall be payable in advance and the payment shall fall due on the date of commencement of service contract.
- **SPX** reserves the right to withhold the maintenance services without any notice and without prejudice to all its other rights and remedies if the payment is not made when due.
- Maintenance work carried out by **SPX** outside the scope of the contract will be charged extra.

#### 7.0 **DISPUTES**

Disputes concerning the interpretation or validity of this contract shall be decided by arbitrators.

**Customer's Signature & Stamp**

**For SHAKTIPOWERTRONIX**

Auth. Sign