

**SHREE SALES ENTERPRISES**

**SHREE SAI, PLOT NO.258A,**

**N-3,CIDCO,AURANGABAD**

**T - 0240-6506101/8975754075**

**MAINTENANCE AGREEMENT**

**AGREEMENT NO. : SSE 21-22 OCT AK AGREEMENT DATE : 24.08.2020**

This is Maintenance Agreement (hereafter referred to as Agreement is made on above mentioned date between:

**SHREE SALES ENTERPRISES having office at Aurangabad**

(Hereinafter the First Party is called as "Service Provider" in this contract)

**A N D**

**YESHWANTRAO CHAVAN COLLEGE AMBEJOGAI IR-2525W**

(Hereinafter the Second Party is called as "The User" in this contract)

The Service Provider at the request of The User, agrees to provide directly, or indirectly maintenance service to The User on the Term & Condition set out below:

**1 THE EQUIPMENT**

**Place of Installation : AMBEJOGAI**  
**Description of Machine :**  
**Model No. : IR 2525W Machine No. :**  
**Starting Meter Reading :**

**2 AGREEMENT PERIOD**

**Starting Date : 01.07.2020 Ending Date : 30.06.2024**  
**Details of Agreement Period : 3 YEAR AMC +1 YEAR FREE**

**3 MAINTENANCE CHARGES**

For the above mentioned Agreement Period, the maintenance charges which are payable at the time of commencement of

this Agreement, shall be

**Rs. 1,6101.25 +2,898 (GST 18%) =19,000/-.**  
**NINETEEN THOUSAND**

- i The charge quoted hereinabove includes only provision of service labour required to keep the equipment in good working order and excludes the supply of consumables like Toner,Drum & Spares.

**4 SERVICE PROVIDER**

- i Shall Repair and Services the equipment at The User's request to clause 3 being satisfied.
- ii Shall provide the said services during normal working hours on Service Provider working days (currently 9.00 a.m. to 5.30 p.m. Monday to Saturday except general and public holidays) provided always that Service Provider shall be entitled to charge additionally for.
- a Any services required outside of the normal working hours and working days.
- b Services occasioned due to defects arising out of repairs / maintenance undertaken by persons other than those Authorised by Service Provider.
- c Services Occasioned due to defects arising like Toner and photoreceptor (Drum), and parts, which has not been supplied by Service Provider/Service Provider authorised person.
- iii Shall at its sole discretion assign an or all of its rights and obligations under, this Agreement without the prior written consent of The User.
- iv Shall not be liable in any manner whatsoever to indemnify the user for any loss, injury or damage of any kind whatsoever, howsoever caused.
- v Shall be entitled in any let or hindrance to depute its employees or authorised representatives to enter The User's premises at all reasonable time to inspect and service the equipment.
- vi Shall not be liable for any delay in or failure in performance of any of its obligations under or arising our of this contract,if the delay or failure results from any cause beyond the reasonable control of Service Provider including but not limited to act of God, fire, explosion accident, strike, lockout, cical unrest,industrial dispute,governmental action etc.
- vii Shall have the right of refusal of further maintenance service and refund on pro- rata basis the balance of the annual charges, if The User declines to use Service Provider recommended Drum and Toner Spares.

**5 THE USER**

- i Shall pay the charges set out in clause 3 above before the commencement of maintenance as per Agreement.
- ii Has the option to sign this contract either at the time of placing the order for the Equipment as defined above, or during the warranty period of the Equipment or after the expiry of the warranty period, in case he chooses Service Provider to services this Equipment. The Agreement will however become effective only from fist day after the Warranty Expires.

- iii Shall always pay additionally, for any spares that may be required to bring the Equipment to a working condition.
- iv Shall pay any other amount becoming due under this Agreement within seven days of the receipt of invoice for such payments. Shall ensure that installation area, electrical outlets and supply with an exclusive dedicated voltage stabilizer and access ways etc. for installation, passage and electrical connections of the Equipment at its place of installation are suitable in accordance with Service Provider installation site requirements available with The Users and maintained so during the currency of this Agreement for proper servicing of the Equipment.
- v Shall not recite the equipment, as the agreement is only in respect of the present place of installation of the Equipment unless otherwise mutually agreed in writing prior to resiting. This agreement does not cover charges for resiting.
- vi Shall pay additionally for repairs/ adjustments. Or replacement occasioned due to defects arising out of
  - a Servicing / maintenance of this Equipments by persons other than Service Provider authorised person
  - b The use of parts and consumables not supplied by Service Provider authorised person
  - c Negligence by the user's employees
  - d Willful act or default or any alteration or attachment to the equipment.
  - e By the user's failure to meet the site requirements.
- vii Shall nominate one machine-In-Charge who shall be instructed by Service Provider authorised personnel in the use and routine care of the equipment. The user-manual of the equipment shall be used as a guide for this Service Provider shall charge the prevailing rate for any additional training due to change is Machine-In-Charge. The user shall ensure that the Machine-in-Charge properly carries out his/her duties & operate the equipment in accordance with the training given the Machine-In-charge and used the manual as the guide. The user shall promptly intimate Service Provider authorised person of any change in the Machine-In-Charge Service Provider reserves the right to charge additionally for any services required by reason of the user's failure to comply with the obligations under this clause.3
- viii Shall allow during his normal working hours, access for inspections and servicing of the Equipment by Service Provider authorised personnel.

**AMC VOIDS AND EXPIRES**

- i If non standard & duplicate consumables used for the m/c which supplied by any unauthorized supplier other Canon authorised channel partner THE SERVICE PROVIDER.
- ii If any repairs/maint. done by any unauthorised technician other than authorised person of Service Provider.

**GENERAL TERMS**

- 6 This agreement, which comes into force from the effective Dates, shall unless terminated earliest by 60 days notice in writing service by either party upon the other, except in the case of clause 3(vii), continue to be in fore for the period of one year of till such time as the Equipment, in the opinion of Service Provider does not required workshop repair, whichever is curlier. Where Service Provider recommends workshop repair, the user shall bear the cost of such workshop repairs as may then be applicable where upon this Agreement shall stand renewed upon same terms and conditions, failing which the Agreement Shall cease.
- 7 Notwithstanding anything herein contained, where this agreement is executed on the date of purchase of the equipment or during the warranty period. It shall come into force on the day immediately following the date of expiry of the warranty period.
- 8 Neither this agreement nor any of the rights and obligations hereunder shall be assigned by the User.
- 9 If the user is in breach of my or all terms hereof including obligation to punctually pay all Charges and such a breach remains unremedied for 15 days following the written communication for Service Provider in this behalf at the above address Service Provider may forthwith terminate this agreement, notwithstanding anything to the contrary contained herein without being liable in many manner to User for the same.
- 10 Notwithstanding anything to the contrary contained in this agreement, Service Provider reserves the rights to Vary the charges payable by the user at the beginning of any year, upon 60 days prior written notice. In the event of any increase in charges the user shall be entitled to terminate this agreement by servicing not less than 45 days notice in writing by registered A.D on Service Provider at the address given here in above to expire on the date on which the to exiprer on the date on which the increase would otherwise come into effect. This, however, does not cover any increase caused by variation In levies or taxes of central, state or local govt. which are recoverable separately, for the period from which such govt. levies and or taxes have come into force.
- 11 All disputes or differences arising between the parties in respect of these terms and conditions Shall be settled by arbitration under provision of arbitration and conciliation Act.1996. The venue of arbitration shall be
- 12 subject to clause 11 above the parties submit to the exclusive jurisdiction of courts of Aurangabad.
- 13 This is the entire agreement between the parties and no alternation or amendement is Valid unless signed by a person duly authorised by Service Provider and authorised signatory of user.

<p>Signed on behalf of The User,</p> <p>Signed : _____ (Authorised Signatory)</p> <p>Name : _____</p> <p>Designation: _____</p> <p>(Seal)</p>	<p>Signed on behalf of Service Provider</p> <p>Signed : _____ (Authorised Signatory)</p> <p>Name : __ MR.SHEKHAR RANE</p> <p>Designation: __ DIRECTOR</p> <p>(Seal)</p>
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