# ANNUAL MAINTENANCE CONTRACT

Agreement for preventive maintenance and breakdown service

| Contract no. | Signed on | Period | Type |
|---|---|---|---|
| | | | |

| Service provider | Customer |
|---|---|
| Name | Name |
| Address | Address |
| GSTIN | GSTIN |
| Contact | Contact |

**Schedule A: equipment covered**

| Sr. | Equipment | Make and model | Serial no. | Location | Qty | Visits | Fee per unit | Annual fee |
|---|---|---|---|---|---|---|---|---|
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| | | | | | | | | |
| | | | | | | | Annual fee before GST | |

**Contract value**

| | |
|---|---|
| Annual fee before GST (total of Schedule A) | |
| GST at 18% | |
| **Contract value** | |
| Payable each quarter in advance | |

**Schedule B: preventive maintenance visits**

| Sr. | Visit and scope | Planned month | Done on | Service report no. | Engineer | Hours on site | Signed by | Remarks |
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**1. Scope**

The service provider will keep the equipment in Schedule A in good working order by preventive maintenance visits as in Schedule B, monthly checks on the DG set, and attending breakdowns. After each visit the engineer leaves a service report signed by the customer's representative.

**2. Type of contract and spares**

This is a non-comprehensive contract: labour, consumables for routine service (cleaning agents, grease) and travel are included; spare parts, oils and filters are charged extra at the provider's current price list, quoted and approved in writing before fitting. In a comprehensive contract, spares other than those excluded in clause 5 are included in the fee.

**3. Breakdown calls and response time**

Breakdowns may be reported by phone, email or the provider's portal at any hour. An engineer will reach the site within 4 hours for a breakdown that stops production and within 24 hours for any other fault. Breakdown visits are unlimited during the term.

**4. Customer's obligations**

The customer will give access to the equipment during working hours, run it as the manufacturer instructs, keep a log of hours and faults, provide power, water and a safe work area, and not allow anyone else to repair it during the term without the provider's consent.

**5. Exclusions**

Not covered: damage from misuse, accident, fire, flood, power fluctuation or repairs by others; electrical wiring and civil work outside the equipment; overhauls and major parts (engine block, crankshaft, compressor element, chiller compressor); and relocation of the equipment.

**6. Fee, GST and payment**

The fee is as in Schedule A, with GST at the rate in force on the date of each invoice. It is invoiced quarterly in advance and payable within 30 days of the invoice. Spares and services outside the scope are invoiced separately.

**7. Term, renewal and termination**

The contract runs for the period above. It may be renewed for a further year on terms agreed in writing at least 30 days before expiry; any increase in the fee will be given with the renewal offer. Either party may end it on 60 days' written notice; fees paid for the unexpired period, less the cost of visits already made, will be refunded.

**8. Liability and disputes**

The provider's liability under this contract is limited to the annual fee. Neither party is liable for loss of production or profit. Disputes will first be discussed by the two contacts above, and then go to the courts at Chennai.

| For the service provider | For the customer | Witness 1 | Witness 2 |
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