



**Cooltech Aircon Solutions Pvt. Ltd.**

HVAC Engineers & Contractors



IFB



DAIKIN Panasonic

## **ANNUAL MAINTAINANCE CONTRACT**

**M/s Cooltech Aircon Solutions Pvt Ltd.**, having its registered office at#3201, 6th Cross, Gayathri Nagar, Bangalore-560 021.herein after referred to as "**Service Provider**" on the other part.

During this year's tenure of maintenance 04 (Four) preventive maintenance services offered out of which one would be a chemical service. Effecting a fifth service is subject to the requirement of the units.

1. This contract covers attending to any number of breakdown calls during normal working hours except for all National / Public holidays and four preventive maintenance services in a year during the tenure of the contract.
2. All moving parts including compressor, which requires repair / replacement due to normal wear and tare during the contract shall be replaced.
3. Relocating the indoor or outdoor or both to a new location within the premises or to a newer location does not come under warranty.
4. This service contract shall be entered into as aforesaid only after due checking and verification of the equipment by the company's authorized representative certifying that the same is in good working condition. During such verification if the air conditioner is found defective and needs repairing, then the same shall be repaired on the request of the customer on chargeable basis and thereafter the contract in respect of the same shall be entered into. In such case/s the cost of repair and spare parts shall be borne by the customer separately as the same shall not form the part of annual charges payable under this contract. The company is at the sole discretion to enter into an AMC with the customer. The company's decision in this regard shall be final and binding on the customer.
5. The Contract will not cover replacement/repairing of parts and/or equipment under the following circumstances:
  - (i) Damage caused to the machine due to floods, fire, accident, riot, breakage, pest, misuse, improper or negligent use, mishandling, unauthorized alteration, modification or substitution of any part and/or the alteration, tempering etc. of the serial no. machine and/or any loss/damage caused due to due to abnormal voltage supply (Please note that the power supply required should be 220V+5% for 1-Phase machine and 415+5% for 3-Phase machines.)
  - (ii) Damage caused to the machine/equipment due to failure in abiding with the operating instructions and precautions as mentioned in the User's Manual.
  - (iii) Defects due to usage of non-recommended spare/s and accessories.
  - (iv) Defects /failures resulting from servicing/repairs done by a person other than authorized representative of the company.
  - (v) This Annual Maintenance Contract ceases to exist in case the machine has been attended to for any type of repair by any unauthorized person at any point of time during the AMC period.

In case the customer as a result of the aforesaid causes requires the services then the same shall be provided at extra cost, payable by the customer. No AMC amount paid by the customer shall be refunded or adjusted on pro rata basis for unutilized period.

6. This contract does not hold any temperature guarantee for the premises having machines installed with lower / under capacity at initial stage and/or mentioned initially/later by company.
7. The Company shall make reasonable efforts to give preferential attention to emergency breakdown of the equipment, however the company shall not be held responsible for any loss/damage arising thereby. The company shall not be held responsible for any delay/default in servicing whatsoever due to any reasons beyond its control.

8. This contract and the annual maintenance/repair charges paid hereby are non-transferable and non-refundable under any circumstances whatsoever. The payment under this contract is a one-time payment for the entire term of the contract till its expiry.
9. This contract does not cover the repair / replacement of plastic parts, air filters, heaters, electricity distribution boards, MCCB/ MCB/ ELCB, ancillary work such as ducting / masonry work, cabinet sheet metal panels, evaporator coil, condenser coils, Y-Branch, repair or replacement of branch distributors,
10. Replacement of refrigerant pipe and its insulation, shifting of units in part or as a whole. Also it does not cover the replacement of any major equipment such as evaporator / condenser as a whole. In case the customer as a result of the aforesaid causes requires the services then the same shall be provided at extra cost, payable by the customer. No AMC amount paid by the customer shall be refunded or adjusted on pro-rata basis for unutilized period.
11. This contract is final and binding on both the parties, no separate agreement shall be issued.
12. This contract sets out all the terms and conditions which the company and customer hereby agrees to abide with and it cancels and supersedes all prior agreements, undertakings or arrangements, oral or written between the parties on the subject matter. The company in its own discretion may accept or reject any proposal of entering into the service maintenance contract.

In witness were of the Parties hereto have hereunto set and subscribe their respective hands the day and year 1<sup>st</sup> herein above written



**For. Customer**

**for M/s. Cooltech Aircon Solutions Pvt Ltd**