

Schindler India Pvt. Ltd.



Schindler

To,
Mr. Ramprasad
Modi's GMR Block
Mallapur

From *Penies*
Telephone *7702203808*
E-mail *penies.p.m@schindler.com*
Reference No. Sales Contract No- *11657982*

Date *27/1/2023*

Subject **Handover of Lift and Contract for Free Maintenance Period at your Elevator Contract No. 11657982**

Dear Sir,

We are delighted to hand over the Schindler Elevator installed at your subject site for your use. You will be entitled to free service maintenance for the unit for the period of **12 months** from the date of handing over as per the enclosed contract terms relating to maintenance. The terms of service during free maintenance period are attached for your information and records as Annexure I with this letter.

1.1.1.1 Details of Equipment -

The Lift: *S1000* Number of stops: *06* Number of pass: *08* Landing door Finish: - SS/MS

Location: *Mallapur*

Free Maintenance Period :- Starts from: *27/1/23* and Ends on: *26/1/2024*

In case of any assistance required from our side due to any technical snag or emergency you may contact our 24-hour Call Centre on 1800-209-5438 & 1800-22-5538.

The security person & maintenance person at your project have been trained for handling rescue operation in case of any emergency.

The following items have been handed over to you for use:

1. Landing door unlocking key - 1 no.
2. Control Cabinet Key - 1 no.

We hope that you will find the above details in order and request you to sign the attached copy of this letter as confirmation of your acceptance.

Kindly Note

1. This elevator required stable, uninterrupted three phase power supply with proper earth & neutral. Request you to operate the lifts only after stable & permanent power supply. Damages, electronic components failure are not covered under free replacement.
2. Applicable for Mild Steel landing door painting only: - If agreed in the contract, painting of landing door should be completed within 4 month of **final invoicing**. After 4 months Schindler, will not be liable to carry out the same. S.S door plastic coating should be removed within 2 months. After that Schindler, will not be responsible for that.
3. All LOP / Fireman / Indicators / intercom fixing work should be completed within 3 month. After 3 month Schindler, will not be liable to carry out the same.
4. This Handover is subject to realisation of final payment cheque.
5. The customer is free to choose service provider, however warrantee on the parts/equipment, as may be applicable, as per terms & conditions of the signed AMC Contract, will remain in force subject to three pre-conditions -
(a) Continuation of AMC contract with Schindler without interruption
(b) Payment of AMC charges on time as per contract.
(c) Repairs/servicing to be done through Schindler India. (original spares & workmanship)
6. Perform Regular cleaning of the equipment with clean & dry cloth, to achieve aesthetic appeal & maximum corrosion resistance for stainless steel.
7. With your knowledge and request, this lift is commissioned with temporary power supply, once you complete work in your scope and receive permanent power supply, kindly intimate us in writing, to clear it for regular usage."

for Schindler India Pvt. Ltd.
Yours sincerely
Schindler India Pvt. Ltd.

Received & Accepted

For & on behalf of Authorised Signatory

Regd. Office:
Schindler House, Main Street,
Hiranandani Business Park
Powai, Mumbai 400076
Tel: +91 22 67031000
Fax: +91 22 67031000
Email: sales@indiaschindler.com
www.india.schindler.com
CIN : U29150MH1997PTC112690

Branch Office:

Tel:
Fax:





TERMS AND CONDITIONS

1. The Services:
- 1.01 Schindler will provide the following Services during normal working hours:-
 - Examining the Elevator Equipment regularly at periods in accordance with Government Regulations existing at the date of this Agreement and Cleaning and adjusting the various component part of the Elevator and Equipment within the limits of site adjustment and oiling and greasing those parts which as soon as reasonably possible to the Customer's Requesting as soon as breakdown or faulty operation of the Elevator request to attend to any breakdown or faulty operation of the Elevator Equipment.
- 1.02 The "Customer" accepts that:
 - "Schindler" will deliver and replace or repair as per discretion of "Schindler", parts (excluding those parts specifically excluded as per terms of this Contract) which are discovered to be potentially detrimental to the safety of the user, or to the efficient and cost effective operation of the equipment, and which require, in discretion of "Schindler", immediate replacement / repair.
 - For the parts, which are excluded from the scope of this agreement, will be to the "Customer's" account. The "Customer" on submission of estimate by "Schindler" towards such costs shall give his consent through a written approval along with the advance payment.
 - In the case of emergencies, Schindler will respond as soon as is reasonably possible in all the circumstances and will take the necessary action to release passengers (where appropriate) and/or Elevator Equipment safe. This service would be available round the clock on all working days as well as holidays for Elevators located in cities/towns having Schindler Service Centre.
2. Responsibility of Customer:
 - 2.01 To ensure that the use of "The Equipment" will be restricted to the purpose for which it is intended, namely the convenience of passengers and/or goods, in a reasonable manner, taking due cognisance of the specified limits.
 - 2.02 To immediately inform "Schindler" should "The Equipment" become inoperative.
 - 2.03 To immediately inform "Schindler" should "The Equipment" become unsafe or malfunction, giving rise to risk of injury or damage to persons, property, or the equipment and shall supply to "Schindler" all available information concerning any incident.
 - 2.04 To prevent during the currency of this agreement, any persons other than "Schindler" or its duly authorised employees or agents from carrying out any work whatsoever on "The Equipment", without the prior written consent of "Schindler". Non-compliance with this clause will relieve "Schindler" of any further obligation or liability in terms of this agreement.
 - 2.05 To remain liable to "Schindler" for all payments due in terms of this agreement, even if Customer management of premises in which "The Equipment" is installed changes unless:-
 - 2.06.1 The "Customer" obtains a written release from this obligation from "Schindler"
 - 2.06.2 The "Customer" obtains a written agreement with the new Customer, user or management of the premises, in terms of which the new Customer, user or management assumes all the previous obligations of the "Customer" under this agreement, which assignment and terms shall be subject to the written approval of "Schindler".
 - 2.06.3 To ensure that "Schindler's" workmen shall at all times have reasonable and undisturbed access to the installation.
 - 2.08 To allow unrestricted access to Elevator machine for carrying out all necessary work. Will provide the machine room pit with adequate lighting, cooling, moisture control and ventilation as required to keep the equipment in optimum operating condition and cool enough to allow all personnel to work safely. The ambient temperature of Elevator machine room pit should be maintained below 45°C at all times for optimum and effective operation of the equipment.
 - 2.09 Entry to machine room pit and equipment to be given only to personnel authorized by Schindler.
 - 2.10 Not to use machine room pit as store room or as accommodation or for any other purpose other than Elevator equipment.
 - 2.11 To keep and maintain the machine room in proper order and condition and to duly carry out the repairs that may be required to the machine room pit.
3. Contract validity

This contract is valid for the period mentioned in "Period of contract" on page one of this contract document. Upon expiry of this period, the contract shall have to be renewed for further period with the revised prices, terms and conditions etc.
4. SPECIFIC EXCLUSIONS FROM "SCHINDLER" UNDERTAKING

Unless otherwise agreed in writing between the parties the following items are specifically excluded from this agreement and the costs thereof will not be to the account of Schindler:

 - 4.01 Costs of Call Backs and repairs necessitated by reason of negligence or misuse of the installation, or by reason of any cause except normal usage, shall be borne by the "Customer". All damages due to rain, water, fire or any other calamity, acts of nature and God. Vandalism, Acts of Government, Strikes, Theft, Blasts, Explosions, Floods, Riots, Civil commotion, War, Malicious mischief, etc.
 - 4.02 Any work or replacement caused by interruption or variation of electrical current supply.
 - 4.03 Any other cause beyond Schindler's control, except ordinary wear and tear.
 - 4.04 The painting of landing doors, pit floors, motor room floors and ceiling.
 - 4.05 All work to motor room light fittings, doors, batteries, windows and ventilation, car enclosures, hoist way enclosures, car and landing door panels, surrounds, frames and sills, all finishes, landing doors, wall panels, suspended ceilings, lights, light diffusers, handrails, mirrors, glass sides, glass door, carpets or floor covering, buried plungers and piping, piping outside the machine room and hoist way, telephone,

intercommunication systems, inter connecting cables to other areas, closed circuit television systems, power generating plant, displays and Elevator lighting

Schindler

Should any of the excluded items above require attention in the form of labour and/or materials, and if the Customer requests "Schindler" to effect same, then "Customer" shall provide "Schindler" with a separate order and the "Customer" shall bear the costs.

4.06 The installation of any additional equipment which is recommended or required by Government, Municipality, Insurance Company or any other authority. The costs of such additional work shall be borne by the "Customer" should "Schindler" undertake to do the work.

4.07 All other parts not manufactured or installed by Schindler. Schindler does not take responsibility for items of Elevator equipment not included in the contract.

4.08 The costs of any audits or inspections to the Elevators, performed by Government or any other independent organization upon the request of the customer.

5. Supply of Spare Parts (for Equipments older than 10 years): Schindler will supply such materials and component parts only so far as these are available and necessary for the performance of their obligations hereunder. Where materials, component parts or assemblies are no longer available due to obsolescence Schindler reserves the right, at the cost of the Customer, to obtain and use replacement materials, components parts or assemblies (as the case may be) where, in the opinion of Schindler such replacements improve the performance of the Elevator Equipment.

6. Limitation of Liability:

Schindler will not be liable to the Customer or any other person whomsoever:

In respect of any loss or damage to persons or property sustained by the Customer or any other person howsoever caused except as may arise from the negligence of Schindler its servants or agents.

In respect of any loss or damage or delay caused by strikes, fire, explosions, theft, flood, riots, civil commotion war or any other circumstances outside the control of Schindler.

It is further expressly agreed and acknowledged by the Customer that Schindler's liability under Condition 6 (i) above shall be limited to such loss or damage as may be the direct consequence of such negligence and such as might reasonably have been contemplated by the parties and shall in no circumstances extend to any direct or consequential damage (economic or physical) of any kind whatsoever.

7. "Intellectual Property Rights"

Schindler may install additional equipment and/or software to enhance the functionality of the control software installed in the Equipment ("Control Software") if appropriate to connect with Schindler service equipment, which additional equipment and/or software shall at all times belong to Schindler and which Schindler may remove on termination of this contract.

The Customer grants Schindler the right to connect electronically its service equipment to the equipment and also grants Schindler full access to read, use and update the data produced by the Control Software.

8. Termination:

8.01 Schindler may terminate this Agreement without notice to the Customer if:-

If case of any outstanding not paid within fourteen days of the agreed payment date; or

If the Customer is in breach of any of the provisions of this Agreement; or

If in its opinion, any of the safeties are bypassed or tampered by unauthorized personnel.

If the Customer shall become bankrupt or being a corporation, if the Customer shall go into liquidation or have a receiver appointed overall or part of its revenues or assets; or

If the Customer shall not agree to any repairs and/or spare part replacements deemed necessary by Schindler for the safe operation of the Elevator equipment.

If the legal and beneficial Customer ship of the building has changed. In the event of termination, Schindler will be under no further obligation to provide the Services and all monies owing by the Customer under this Agreement shall become immediately due and payable.

8.02 Notwithstanding the provisions of Condition 8.01 above, if the Maintenance Fee or any other amount owing by the Customer to Schindler (whether under this Agreement or otherwise) is not paid within fourteen days of the agreed date for payment Schindler may at its option suspend the provision of the Services until all such monies owing by the Customer (including the Maintenance Fee for the any such period of suspension) have been paid in full.

8.03 The customer shall be entitled to terminate this agreement forthwith by giving Schindler a notice of 90 days in writing.

9. Non-Assignment:

This Agreement shall not be assigned or transferred by the Customer without the prior written consent of Schindler.

10. Entire Agreement:

10.01 This Agreement sets out the entire agreement between Schindler and the Customer as to the maintenance and repair of the Elevator Equipment and supercedes and cancels any and all contracts, agreements, understandings and commitments made by Schindler and the Customer with respect to the same subject matter.

10.02 This Agreement cannot be changed, amended or modified without the express written consent of a director of Schindler.

11. Governing Law:

The contract shall deem to be concluded at Mumbai/Delhi and only the courts in Mumbai/Delhi shall have jurisdiction in the event of any dispute whatsoever. This Agreement shall be governed by and construed in accordance with India.

Branch Office:

APPROVED BY

27 JAN 2023

M. RAM PRASAD, (G.M.R.)
Project Manager

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