



**ANNEXURE II - SERVICES TO BE UNDERTAKEN**

The services to be provided under this Agreement consist of:

- i) Cleaning and Oil Lubrication for Elevator Components
- ii) Safety Inspection
- iii) Adjustment of the Elevator components as and when necessary
- iv) When deemed necessary, after submission of a report giving observations and recommendations concerning the condition of the Elevator that may attract replacement or repair and coverage of spare parts as per the service agreement
- v) Elevator will be serviced according to the agreed contract duration
- vi) Attending to all callbacks during the normal working hours
- vii) Attending to all emergency call backs as and when necessary

**SERVICES UNDER EXCLUSIONS**

The following activities are excluded from the scope of the services to be provided under this Agreement:

- i) Cleaning or polishing of cars panels, doors ( eg: Spitting/Scratching of paint on car panels/door panels)
- ii) Any work arising from misuse of the Elevator and/or arising as a consequence of interruption to or variation of the incoming power supply.
- iii) Any other modification/modernization/repair/replacement works for the elevator will not form a part of this service contract

**FREQUENCY OF VISITS**

1. The Contractor shall send an engineer every 60 days for regular service during the contract period.
2. Callback service between the Contractors regular visits is included within this agreement. Where parts are needed the attached conditions will apply and subsequent visits to replace/repair will be subject to an additional charge at the Contractor’s normal rates.

**SALE & REPLACEMENT**

1. Any spare parts that are replaced under the service maintenance package “Ace Care” will be a sale and bill will be raised to the customer.
2. The said replacements will be carried out after obtaining the written consent from the customer or their authorized representatives
3. The below spare parts mentioned under exclusions are excluded under the service maintenance package “Ace Care Plus” and will be a sale, if there is a replacement. All other spares will be covered under the service agreement
4. All spares that are replaced will be covered under the service maintenance package “Smart Care” including the below mentioned exclusions based on the equipment model
5. However, Service Charges may apply depending upon modernization / modification /repair / replacement of the spare based on the

<b>EXCLUSION AND INCLUSION DETAILS – for ACE CARE PLUS</b>	
<b>EXCLUSIONS</b>	<b>INCLUSIONS</b>
AC VVVF DRIVE UNIT For Main Control System/Automatic Door	Main Control System
ARD UNIT	All Shaft Limit Switches
Electrical Incoming Main	Floor Reader & Accessories
	Car Top Inspection Box/Junction Box
Traction Machine Gear	Safety Gear Limit Switch
Main Suspension Rope/OSG Rope	Counter Weight Guide Shoes
Car & Landing Door and related parts	Car & Landing Call Button
Fan, Emergency Light & Inverter	Half Way Box
Motor Rotor	Emergency Alarm
Hoist Way Enclosures	Motor Stator Re-Winding
Traveling cable	Complete Shaft Wiring
Divertor Wheel/OSG Unit	Car & Landing Indicator
Break Unit	Car & Landing Door Contact

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### ANNEXURE III

#### GRACE ELEVATORS ("THE CONTRACTOR") TERMS AND CONDITIONS OF BUSINESS ("CONDITIONS") FOR ALL SERVICE PRODUCTS

##### 1. Interpretation

In these Conditions, unless the context otherwise requires:

**"Customer"** means the party shown on ANNEXURE I

**"Equipment"** means the elevator installed in the location shown on ANNEXURE I

**"Liability"** means any liability arising by reason of any representation, or any breach of any implied term or any duty at common law, or under any statute, or under any express term of these Conditions.

**"Location"** means the site shown on ANNEXURE I at which the Equipment is situated.

**"Service Agreement"** means the Service Agreement comprising the terms as stated and these Conditions.

**"Breakdown/Callback and Repair Service"** means the breakdown

**"Commencement Date"** means the date of the commencement of the contract.

**"Force Majeure"** means, in relation to either party, any circumstances beyond the reasonable control of that party.

**"Maintenance Service"** means the maintenance service to be provided pursuant to clause 2.2

**"Normal Working Hours"** means the standard working hours from time to time of the Contractor's employees on any Working Day (8 am to 6 pm)

**"Working Day"** means any day excluding Sunday and Public Holidays.

##### 2. SERVICES TO BE PROVIDED

2.1 During the continuance of the Service Agreement the Contractor shall provide the Customer with the Maintenance Service and the Breakdown/Callback and Repair Service for the Equipment.

2.2 The Maintenance Service shall consist of routine maintenance of the Equipment as described on ANNEXURE II which shall be carried out by one of the Contractor's suitably qualified and duly authorized representatives attending at the Location at such times, as agreed in advance, between the Contractor and the Customer.

2.3 The Maintenance Service/Repair Work shall not cover work or services which are required due to any design defects in the Equipment, or any defect or malfunctions which are due to faulty materials or workmanship in manufacturing, or which in the

2.3.1 Any modification, adjustment or repair to the Equipment made by a third party without the written consent of the Contractor

2.3.2 Any modification / modernization / repair / replacement of excluded spare parts listed under Exclusions

2.3.3 Any malfunction/replacement/repair due to unforeseen power surges/mishandling of elevator during operation or non-operational time/unsolicited handling of elevator by customer

2.4 The Contractor will make every effort to attend the Location at the agreed times but the Contractor shall have no Liability in respect of any failure to so attend. Response time would be maintained at minimum of 3 hours

2.5 It is agreed that Contractor will not be required to make any changes to the equipment unless or otherwise specified by the Customer, before the commencement of the "Service Agreement"

2.6 Replacement/Repair of spare parts provided in the Audit Report by Contractor's Chief Engineer will not be covered under this Service Contract; and will be billed separately; however the same will be covered under the regular Service Contract once the modifications are completed.

2.7 Audit Report will be submitted at the beginning of the every contract year, post agreeing on Annual Maintenance Contract for the elevator

##### 3. CUSTOMER OBLIGATIONS

3.1 Use the Equipment only in accordance with such instructions and recommendations relating to the care and operation of the Equipment as may be issued by the manufacturer of the Equipment or as may from time to time be advised in writing by the Contractor

3.2 Not allow any person other than the Contractor's representatives to adjust, maintain, repair, replace or remove any part of the

3.3 The Customer shall take all such reasonable steps as may be necessary to ensure the safety of any of the Contractor's representatives who visit any premises of the Customer.

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#### **4. CHARGES**

In consideration of the provision of the Maintenance Service, the Customer shall, subject to receipt of an invoice from the Contractor, pay the Contractor the maintenance premiums set out on page 5.

4.2 The charges for the Maintenance Service will remain fixed for first 12 months from the Commencement Date. Any increase to the charges for the Maintenance may be amended from time to time (usually annually) by the Contractor.

4.2.1 In consideration of the provision of the Breakdown and Repair Service, the Customer shall pay to the Contractor charges based on the Contractors then current standard charge rates subject to receipt of any invoice from the Contractor for the works that are carried out under out-of scope of support under this service agreement as described in clause 2.3 & 2.3.1 to 2.3.3

4.3 All charges and other sums payable by the Customer are exclusive of any applicable value added tax/service tax, which shall be additionally payable by the Customer together with the charge or the sum in question; the tax may vary from time to time according to

#### **5. LIABILITY**

The Contractor shall have no Liability to the Customer for any consequential Loss of the Customer or user arising out of

5.1 Negligent usage of the equipment

5.2 Any activity that is beyond the control of Contractor

5.3 Any external factors that is not associated with the service agreement

5.4 Grace Elevators shall be not liable for equipment damage or any delay caused by strikes, civil commotion, war, theft, flood, fire, explosion, sabotage, riots, or act of God, sudden surge of voltages and currents beyond or the tolerance limits of the equipment. Causes beyond our responsible control and in any event we shall not be liable for any consequential damages.

#### **6. IMMOBILIZATION**

If the Contractor is of the opinion that the Equipment is or is likely to be in a dangerous condition it shall have the right to immobilize or shut down the Equipment and/or take such other measures as it may feel are necessary to prevent any Loss or injury to the Customer or

#### **7. FORCE MAJURE**

Notwithstanding any other provision of these Conditions, neither party shall be deemed to be in breach, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under the Service Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has been notified the other party, and the time for performance of that obligation shall be extended accordingly.

#### **8. DURATION AND TERMINATION**

8.1 The Service Agreement shall come into force on the contract commencement date shown on page 2 and, subject to clause 9.2, shall continue in force thereafter until terminated by either party giving to the other not less than three months prior written notice of termination, by recorded delivery post.

The Contractor shall be entitled to terminate the Service Agreement forthwith;

8.1.1 In the circumstances and to the extent referred to in clause 2.5;

8.1.2 If any sum payable to the Contractor is not paid on the due date;

8.1.3 If there is no satisfactory support from Customer

8.2 Customer shall be entitled to terminate the Service Agreement, if there is not satisfactory response/support from the Contractor

#### **9. GENERAL**

9.1 The Contractor shall be entitled to carry out its obligations through any agents or sub-contractors appointed by it in its absolute discretion for that purpose.

9.2 The Service Agreement shall be governed by the construed in all respects in accordance with the Indian law. All disputes will be under the courts of Chennai

*For Grace Elevators*

*For Client*

**K Abdul Rahman**

**Director**

**Date: 30-Aug-2014**

**Authorized Signatory**

**Date:**