



# ***FSMA - Full Service Maintenance Agreement***

Agreement No. \_\_\_\_\_

Date : \_\_\_\_\_

Model : \_\_\_\_\_



***Authorised Service Provider***

**WEB INFOCOM SERVICES (P) LTD.**

307, SHEETLA HOUSE, 73-74, NEHRU PLACE, NEW DELHI-110019

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## **FSMA - Full Service Maintenance Agreement**

This Full Service Maintenance Agreement (hereinafter referred to as the Agreement) is made on this .....day of.....200.....between **Web Infocom Services Pvt. Ltd.** having its office at .....( hereinafter referred to as the "ASP") of the First Part and.....(hereinafter referred to as the "Customer") of the Second Part.

ASP is an Authorised Business Partner of Xerox India Limited("XIL"). and is leading organization in the field of Document Solution. ASP, on the request of the Customer, agrees to service and subject to terms contained in this Agreement, one No. - Model.....bearing serial number.....(hereinafter referred to as the "Equipment") manufactured / marketed by XIL and the Customer agrees to abide by the terms of this Agreement and pay for the installed on the date, evidenced by ASP's Services Report and the Customer agrees to abide by the terms of this Agreement and pay the consideration reserved herein in the manner provided therefor.

### **A. ASP**

1. Shall service and maintain the Equipment and keep the Equipment in good working order.
2. Shall repair and service the Equipment at the Customer's request. If required, ASP will at its sole discretion replace, without any charge, worn-out parts by parts including Photoreceptor (Drum) of serviceable quality. Parts thus replaced shall be the property of ASP and ASP authorised engineers/representatives shall be entitled to remove and carry away such parts from the Customer's premises without being liable to the Customer whatsoever.
3. Shall provide the said services during its normal working hours on ASP working days. Provided always ASP shall be entitled to charge additionally for any services required outside of the said ASP normal working hours & ASP working days.
4. Shall not be liable in any manner whatsoever to indemnify the Customer or any user of the Equipment for any loss, injury or damage of any kind whatsoever, howsoever caused.
5. Shall not be liable or responsible, in any manner, to the Customer for the damages caused to the Equipment due to any services performed or use of parts and/or xerographic supplies not conforming to XIL's approved specifications.
6. Shall be entitled without any let or hindrance to depute its employees or authorised representatives to enter the Customer's premises at all reasonable time to inspect and service the Equipment.
7. Shall not be liable in any manner whatsoever to the Customer in the event of ASP being prevented or delayed in the performance of any of its obligations under this Agreement due to conditions constituting Force Majeure which shall include but not limited to strikes, lockout, concerted action of workmen, breakdown of communications etc.
8. Shall provide free of charge subject to clause C.7 below all xerographic supplies except power, paper, staples and other output copy material, as and when necessary to do so.

### **B. SERVICE CHARGES**

1. The Customer shall pay the charges for the services rendered hereunder at the rates mentioned and in the manner prescribed in the schedule attached to this Agreement, which forms an integral part of the Agreement.
2. That the billing for the month of commencement of the Agreement shall be proportionate to the number of days in the month of commencement.
3. The meter reading as shown in the meter installed in the Equipment shall be conclusive proof of such number of copies made/generated by the customer in any month(s).
4. The service charges as stipulated in the schedule to this Agreement and any other amounts becoming due under this Agreement shall be paid by the Customer within seven days of presentation of the bill/invoice by ASP.
5. In case the Customer defaults or delays in payment of the above mentioned payments on their respective due date(s), the Customer shall be liable to pay on the defaulted amounts, interest @ 2% per month or part thereof from the due date till the date of actual payment(s) as Late payment charges.

### **C. THE CUSTOMER**

1. Has the option to sign this Agreement at the time of placing of the order for the Equipment, or during the warranty period of the Equipment or after the expiry of the warranty period, In case he chooses ASP to service this Equipment. If the Customer executes this Agreement after expiry of the warranty on the Equipment, ASP shall charge additionally, trimming charges on the Equipment before taking it under this Agreement. And 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 and ASP shall provide the Warranty Services.
2. shall ensure that the installation area, electrical outlets and supply with exclusive dedicated voltage stabiliser and access ways etc. for installation, passage and electrical connections of the Equipment at its premises are suitable in accordance with XIL's preinstallation site requirements available with the Customer and maintained so during the currency of this Agreement, for proper servicing of the Equipment.

3. Shall not resite the Equipment as this Agreement is only in respect of the present site of the Equipment unless otherwise mutually agreed In writing prior to resiting. This Agreement does not cover changes for resting.
4. Shall subject to Clause A5 above pay additionally for repairs/adjustments, or replacements occasioned due to defects arising out of
  - a. Servicing/maintenance of the Equipment by persons other than ASP authorised persons;
  - b. The use of parts. Toner Developer/Fuser Oil not conforming to the XIL's specifications;
  - c. Negligence by the employees;
  - d. Wilful act of default or any alteration or attachment to this Equipment,
  - e. by his failure to meet the. site requirements.
5. Shall assign and maintain two persons as Machine-In-Charges who shall be instructed by ASP free of charge in the use of and routine care on this Equipment. The Customer shall ensure that the Machine-in-Charges properly carry out their duties and operate the Equipment in accordance with the MachIne-In-Charge training and manual. ASP reserves the right to charge additionally for any service by reason of the Customers failure to comply With his obligations under this paragraph. All compensation payable to the Machine-In-Charge or any other person employed by the Customer for upkeep& maintenance of the equipment shall be llie sole responsibility of the Customer.
6. Shall allow, within his normal working hours, ASP representative or personnel duty authorised by ASP.access to the Equipment for meter reading of the Equipment. In the event that the Customer fails to permit such meter reading, ASP reserves the right to estimate such meter reading for invoicing purposes. Any over or under estimation will be corrected on the next invoice based on actual meter readings.
7. Shall be accountable to ASP or person authorised by it in their behalf for xerographic supplies stock left in trust with the Customer who shall ensure that such stock is used only in the Equipment under this Agreement. ASP reserves the right to charge the Customer for any stocks which are unaccounted for. to ASP's satisfaction. at the then prevailing ASP prices.
8. Acknowledges that any and all of the marks, trade names. copyrights, patents and other intellectual property rights used or embodied in or in connection with the Equipment and spare parts and all documentation and manuals relating thereto shall be and remain the sole property of XIL's its associated companies Xerox Corporation, U.S.A. etc.

#### **D. GENERAL TERMS**

1. This Agreement which comes into force on the date of its execution. shall. unless terminated earlier in accordance with terms hereof including by giving 45 days notice in writing served by either party upon the other, continue In force till such time the meter reading installed in the equipment records.....No. Of copies or..... years, which ever is earlier. The meter reading as shown in the meter installed in the Equipment shall be conclusive proof of such number of copies made/generated by the Customer.

The above mentioned number of copies/years against the machine is subject to the stipulations prescribed under clause C2 of this Agreement and use of the Equipment in accordance with the user guidelines as contained in the Equipment literature supplied to the Customer at the time of installation.

Notwithstanding anything herein contained, where this Agreement is executed on the date of purchase of the Equipment ment or during the warranty period, it shall come into force on the day immediately following the date of expiry of the warranty period and ASP shall provide the warranty services.

2. (i) If during the subsistence of this Agreement, ASP is of the opinion that, the Equipment requires workshop repair, it may after due inspection of the Equipment. submit to the Customer its recommendation with estimates for workshop repair, & expected time required for carrying out such repairs etc. If the above mentioned recommendations of ASP are acceptable to the Customer it shall give its consent in writing, whereupon, ASP shall arrange to get the Equipment repaired on the agreed terms & conditions. ASP shall however, not be responsible for any loss Or damage actual or consequential which the Customer may claim to have suffered on account of the Equipment being under repairs, or on account of any delay thereof.
  - (ii) The present Agreement shall remain suspended during the period of repairs and thereafter, it shall stand extended on the same terms and conditions at the sole discretion of the ASP.
  - (iii) The Customer has a right to reject the recommendations of ASP setout in Clause D.2 (i) above. in such event; this Agreement shall cease with immediate effect.
3. If the Customer is in the breach of any or all terms hereof including obligation to punctually pay all charges, and such breach remains unremedied for 15 days from the date of such breach or ASP is of the opinion that the Customer has attempted to unauthorisedly reduce the charges agreed to be levied under this Agreement in any manner whether by tampering with the meter or any other part of the Equipment or otherwise. ASP may, during the currency of this Agreement summarily suspend the services till such breach is remedied or terminate this Agreement, notwithstanding anything to the contrary contained herein without being liable in any manner to the Customer for the same.
4. ASP may. on receiving a written request from the Customer resume its services under the Agreement on such terms and conditions including payment by the Customer of such charges as may be stipulated by ASP for bringing the Equipment to its original condition i.e. the condition It was on the date of suspension.
5. Notwithstanding anything to the contrary contained in this Agreement, ASP reserves the right to vary the charges payable by the Customer at any time, upon 21 days written notice. In the event of any increase in charges the Customer shall be entitled to terminate this Agreement by serving not less than 7 days notice in writing by Registered A.D. On ASP at the address given hereIr, to expire on the date on which the increase would otherwise come into effect. This, however, does not include any impact caused by variation in Govt.levies or taxes, Central, State or Local which are recoverable separately, for the period from which such Govt. levies and or taxes have come into force.

6. In the event of termination of this Agreement due to any reason whatsoever as maintained in this Agreement. the Customer shall be obliged to settle its outstandings (if any) within 7 days of such termination having come into effect, failing which it shall be liable to pay penal interest at the rate of 24% per annum on such outstanding amounts.
7. In the event of any dispute or difference arising between the Parties pertaining or relating to this Agreement, the same shall be referred to the arbitration of a Sole arbitrator to be mutually agreed by ASP and the Customer. The Arbitration & Conciliation Act, 1996 or any amendments thereof shall govern all proceedings of such arbitration. The venue of such Arbitration shall be Delhi.
8. Timely payment of all charges by the Customer to ASP shall be the essence of this Agreement.
9. This is the entire Agreement between the Parties and supersedes all previous negotiations, representations by either of the Party. No alteration or amendment is valid unless signed by both the Parties.

**SCHEDULE TO THE SERVICE MAINTENANCE AGREEMENT DATED.....**

**SERVICE MAINTENANCE AGREEMENT#**

(# Strike out which ever is not applicable)

<p>a) _____ paise per copy / unit multiplied by the number of copies / units recorded in the meter installed in the equipment</p>								
<p><b>b) *Minimum Monthly * Per Copy charges beyond Billing (MMB) Minimum Monthly Billing (MMB)</b></p> <p>Rs. _____ upto _____ copies @ _____ paise per copy / copies</p> <p>*The amount of Minimum Monthly Billing (MMB) is payable by the Customer irrespective of No. of copies recorded in any month.</p> <p>**The Per Copy Charges are payable for every copy generated in excess of copies allowed against minimum monthly billing.</p>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>c) No. of Copies</b></td> <td style="width: 50%;"><b>Service Charges</b></td> </tr> <tr> <td>_____</td> <td>_____ paise per copy</td> </tr> <tr> <td>_____</td> <td>_____ paise per copy</td> </tr> <tr> <td>_____</td> <td>_____ paise per copy</td> </tr> </table>	<b>c) No. of Copies</b>	<b>Service Charges</b>	_____	_____ paise per copy	_____	_____ paise per copy	_____	_____ paise per copy
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_____	_____ paise per copy							
_____	_____ paise per copy							
_____	_____ paise per copy							
<p>d) _____ Annual Charge.</p>								

<b>INSTALLATION &amp; SUPPLIES ADDRESS</b>	<b>INVOICING AND STATEMENT</b>
	NAME _____
	ADDRESS _____
CONTACT PERSON _____	_____
DESIGNATION _____	TEL. No.(s) _____

<b>SIGNED ON BEHALF OF SERVICE PROVIDER</b>	<b>INVOICING AND STATEMENT</b>
SIGNED _____ (AUTHORISED SIGNATORY)	SIGNED _____
NAME _____ (IN CAPITALS)	NAME _____ (IN CAPITALS)
TITLE _____	TITLE _____
RUBBER STAMP	