



SSMA - Spares & Service Maintenance Agreement

Agreement No. _____

Date : _____

Model : _____

Authorised Service Provider

WEB INFOCOM SERVICES (P) LTD.

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Spares & Service Maintenance Agreement

This Spares & Service Provider Maintenance Agreement (hereinafter referred to as the Agreement) is made on thisday of.....200.....between.....Web Infocom Services Pvt. Ltd. having its Office at.....(hereinafter referred to as "ASP") of the First Part and.....(hereinafter referred to as the "Customer") of the Second Part.

ASP is an Authorised Service Provider of Xerox India Limited ("XIL"). ASP, at the request of the Customer, agrees to service and supply all spare parts except photoreceptor, developer, toner subject to the terms contained in this Agreement, one No. - Model.....bearing serial number.....(hereinafter referred to as the "Equipment") and the Customer agrees to abide by the terms of this Agreement and pay for the services rendered hereunder at prices established from time to time by ASP. This Agreement is to be read along with the ASP's Service Report which defines Equipment serial number and date of commencement of charge.

A. ASP

1. shall repair, service and supply spare parts required for normal functioning of the Equipment at the Customer's request within reasonable time of receipt of communication from the Customer. Such services shall be undertaken during ASP's normal working hours on working days provided. However, the Customer shall pay additionally for service rendered on his request outside these hours at the relevant rates then prevailing. Such service under this Agreement covers normal preventive and breakdown service requirements -and does not cover those occasioned by use of supplies and parts not conforming to XIL's approved specifications and/or servicing/tampering by unauthorised personnel.
2. 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.
3. 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 or procured from any unauthorized person.
4. 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.
5. 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 be limited to strikes, lockout, concerted action of workmen, breakdown of communications etc.
6. shall be entitled to withhold services and/or spare parts and not effect further supplies in the event of any previous bill remaining unpaid and/or use of unapproved supplies and parts and/or servicing/maintenance of the Equipment by persons other than ASP's authorised persons and/or wilful act of default or any alteration/attachment to the Equipment and/or failure to meet the site requirements etc.

ASP shall not be responsible for any loss, actual or consequential, which the Customer may claim to have suffered due to such withholding of the services and supplies by ASP.

B. THE CUSTOMER

1. shall pay the Annual charges in advance to be invoiced to the Customer on the date on which this Agreement comes into force and shall, in the event of this Agreement being entered simultaneously with the purchase of the Equipment, be due and payable along with the payment for the purchase of the Equipment.
2. (a) Further, the Customer shall pay to ASP all subsequent Annual Charges under this Agreement at least 30 days before the expiry of the current 12 months period if the Agreement is mutually agreed to be renewed for a further period of one year each.
3. Shall pay any other amounts becoming due under this Agreement within seven days of receipt of invoice for all such payments.

4. 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 pre-installation site requirements available with the Customer and maintained so during the currency of this Agreement, for proper servicing of the Equipment.
5. 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 charges for resiting.
6. Shall subject to clause A6 pay additionally for repairs/adjustments, or replacements occasioned by the Customer's use of unapproved supplies or spare parts or by its employee negligence, wilful act or default or any alteration or attachment to this configuration, or by his failure to meet the site requirements.
7. Shall, to avoid down time on the machines caused by constraints of ready availability of strategic Xerographic supplies maintain to the extent possible stocks of xerographic supplies as recommended by ASP and replenish such stocks from time to time based on utilisation.
8. Shall appoint and maintain two Machine-in-Charges who shall be instructed by ASP free of charge in the use of and routine care of the Equipment. The Customer shall ensure that the Machine-in-Charges properly carry out their duties and operate the Equipment in accordance with the key operators training and manual. ASP reserves the right to charge additionally for any service by reason of the Customer's failure to comply with his obligations under this paragraph. All compensation payable to the Machine InCharge or any other person employed by the Customer for upkeep & maintenance of the Equipment shall be the sole responsibility of the Customer.
9. Shall allow, within his normal working hours. ASP's representative or personnel duly authorised by ASP, access to the premises where Equipment is installed for its inspection.
10. Shall use only consumables/xerographic supplies, conforming to XIL's specifications.

C. GENERAL TERMS

1. This Agreement comes into force when signed by or on behalf of the Customer and by a person authorised by ASP and is valid for a period of one year from the date of its signing unless terminated by either of the Parties by giving 30 days notice in writing.

This Agreement shall automatically be renewed on the same terms and conditions for a further period of 1 year or for such extended period only in accordance with clause B2 (a) of this Agreement.

Notwithstanding anything herein contained, 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.

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 or otherwise.

(ii) The present Agreement shall remain suspended during the period of repairs and thereafter, it may stand extended upon the same terms and conditions at the sole discretion of the ASP.
3. The rights, obligations hereunder may be assigned by the Customer In favour of any person only with the prior written consent of ASP provided however, ASP being an authorised Service Provider of XIL's it is hereby agreed between the Parties that in case for any reason the ASP ceases to be an Authorised Service Provider of XIL's this Agreement shall stand assigned In favour of XIL's or such other person as may be authorised by XIL's.
4. If the Customer is In 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 acted In any manner detrimental to the Interests of ASP/XIL and/or their reputation in any manner, ASP may,

during the currency of this Agreement summarily suspend the services till such breach is remedied or terminate this Agreement forthwith, notwithstanding anything to the contrary contained herein without being liable in any manner to the Customer for the same.

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 herein 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 from the customer 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 mentioned 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. All proceedings of such arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any amendments thereof. The venue of the proceedings will be Mumbai.
8. Only courts at Mumbai shall have the jurisdiction in all matters arising under this agreement.
9. Timely payment of all charges by the Customer to ASP shall be the essence of this Agreement. 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.

<i>SIGNED ON BEHALF OF SERVICE PROVIDER</i>	<i>SIGNED ON BEHALF OF THE CUSTOMER</i>
SIGNED.....	SIGNED..... (AUTHORISED SIGNATORY)
NAME..... (IN CAPITALS)	NAME..... (IN CAPITALS)
TITLE.....	TITLE..... RUBBER STAMP

Sd. Customer

It is hereby acknowledged that one key operator has been trained and User's Manual delivered to us.