



# ***AMC - PRINTERS / MFP Comprehensive Maintenance Agreement***

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

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

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

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***Authorised Service Provider***

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

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

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THIS COMPREHENSIVE MAINTENANCE AGREEMENT (HEREINAFTER REFERRED TO AS AGREEMENT) IS MADE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ BETWEEN **WEB INFOCOM SERVICES (P) LTD.**, THE AUTHORISED SERVICE FRANCHISEE OF XEROX MODICORP LIMITED HAVING REGISTERED OFFICE AT 109, SHIVALIK APARTMENT, SECTOR-35, NOIDA, DISTT. GAUTAM BUDH NAGAR, UTTAR PRADESH-201301 (HEREINAFTER REFERED TO AS **WEB**) AND \_\_\_\_\_ (HEREINAFTER REFERRED TO AS CUSTOMER) **WEB** AT THE REQUEST OF THE CUSTOMER AGREES TO SERVICE AND MAINTAIN, SUBJECT TO TERMS CONTAINED IN THIS AGREEMENT, ONE NO. XEROX FAX/PRINTER \_\_\_\_\_ BEARING SERIAL NUMBER \_\_\_\_\_ (HERE AFTER REFERRED TO AS EQUIPMENT) AND INSTALLED ON THE DATE, EVIDENCED BY **WEB** SERVICE REPORT AND THE CUSTOMER AGREES TO ABIDE BY THE TERMS OF THIS CONTRACT AND PAY THEREFORE THE CONSIDERATIONS RESERVED HEREIN IN THE MANNER PROVIDED THEREFORE.

## **WEB INFOCOM SERICES (P) LTD.**

1. SHALL AGAINST THE CHARGES PAYABLE SERVICE AND MAINTAIN THE EQUIPMENT AND WITHOUT ANY ADDITIONAL CHARGES KEEP THE EQUIPMENT IN GOOD WORKING ORDER.
2. SHALL REPAIR AND SERVICE THE EQUIPMENT AT THE CUSTOMER'S REQUEST, IF REQUIRED **WEB** AT ITS SOLE DISCRETION REPLACE, WITHOUT ANY CHARGE WORN-OUT PARTS OF SERVICEABLE QUALITY. DEFECTIVE PARTS THUS EXCHANGED SHALL BECOME THE PROPERTY OF TIME AND **WEB** AUTHORISED SERVICE ENGINEERS SHALL BE ENTITLED TO REMOVE THE CARRY AWAY SUCH PARTS FROM THE CUSTOMER'S PREMISES.
3. SHALL PROVIDED THE SAID SERVICES DURING ITS NORMAL WORKING HOURS **WEB** WORKING DAYS, PROVIDED ALWAYS **WEB** SHALL BE ENTITLED TO CHARGE ADDITIONALLY FOR :
  - A. ANY SERVICES REQUIRED OUTSIDE OF THE ABOVE **WEB** NORMAL WORKING HOURS AND **WEB** WORKING DAYS.
  - B. SERVICES OCCASIONED DUE TO DEFECTS ARISING OUT OF REPAIRS/MAINTENANCE UNDERTAKEN BY PERSONS OTHER THAN \_\_\_\_\_ THOSE AUTHORISED BY **WEB**.
  - C. SERVICES OCCASIONED BY CUSTOMER'S USE OF PARTS, THERMAL PAPER WHICH ARE NOT AS PER **WEB** APPROVED SPECIFICATIONS.
4. SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER, TO INDEMNIFY THE CUSTOMER FOR ANY LOSS, INJURY OR DAMAGE OF ANY KIND WHATSOEVER HOWSOEVER, CAUSED.
5. SHALL BE ENTITLED WITHOUT ANY LET OR HINDRANCE TO DEPUTE ITS EMPLOYEES OR AUTHORISED SERVICE REPRESENTATIVES TO ENTER THE CUSTOMER'S PREMISES AT ALL REASONABLE TIMES TO INSPECT AND SERVICE THE EQUIPMENT.
6. SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER TO THE CUSTOMER IN THE EVENT OF **WEB** BEING PREVENTED OR DELAYED IN THE PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT DUE THE REASONS BEYOND CONTROL OF **WEB**.

## **THE CUSTOMER**

1. SHALL PAY THE ANNUAL CHARGE OF RS. \_\_\_\_\_ IN ADVANCE, AGAINST INVOICE ON OR BEFORE SIGNING THIS AGREEMENT.
2. HAS THE OPTION TO SIGN THIS AGREEMENT EITHER AT THE TIME OF PLACING THE ORDER FOR THE EQUIPMENT AS DEFINED ABOVE, OR DURING THE WARRANTY PERIOD OF THE EQUIPMENT OR AFTER THE EXPIRY OF THE WARRANTY PERIOD, IN CASE HE CHOOSES **WEB** TO SERVICE THIS EQUIPMENT. IF THE CUSTOMER EXCUTES THIS CONTRACT AFTER EXPIRY OF THE WARRATY ON THE EQUIPMENT. **WEB** MAY CHARGE ADDITIONALLY, TRIMMING CHARGES ON THE EQUIPMENT BEFORE TAKING IT ON UNDER THIS CONTRACT.
3. SHALL PAY ANY OTHER AMOUNTS BECOMING DUE UNDER THIS AGREEMENT WITHIN SEVEN DAYS OF THE RECEIPT OF INVOICE FOR SUCH PAYMENTS.
4. SHALL NOT BE ENTITLED TO CLAM ANY DAMAGES FOR ANY LOSS OR INJURY, HOWSOEVER CAUSED IN THE EVENT OF SUSPENSION OF SERVICE BY **WEB** DUE TO NON-PAYMENT OF ANY AMOUNT DUE UNDER THIS AGREEMENT.

5. SHALL PAY **WEB** FURTHER AND SUBSEQUENT ANNUAL CHARGES, AT THE RATES PREVAILING THEN, 30 DAYS BEFORE THE COMPLETION OF 12 MONTHS PERIOD FOR WHICH THE ANNUAL CHARGES HAVE BEEN PAID FOR BY HIM.
6. SHALL ACCEPT THAT THERMAL PAPERS, TONERS, CARTRIDGES, CRUS, DRUMS IMAGING UNITS AND OTHER CONSUMABLES, PLASTIC PARTS ARE NOT A SUBJECT MATTER OF THE CONTRACT. HE ACCEPTS TO BUY THESE ITEMS STRICTLY CONFORMING TO SPECIFICATIONS LAID DOWN BY XEROX / **WEB**. ANY DEVIATION WILL BE TREATED AS BREACH OF THE CONTRACT AND WILL RELIEVE XEROX / **WEB** OF ALL ITS RESPONSIBILITIES. THE ENGINEER REPORT / OBSERVATION WILL BE FINAL IN THIS MATTER / CASE.
7. SHALL ENSURE THAT INSTALLATION AREA, EARTHING FACILITY, ELECTRICAL OUTLETS AND SUPPLY AND ACCESS WAY ETC. FOR INSTALLATION, PASSAGE AND ELECTRICAL CONNECTIONS OF THE EQUIPMENT AT ITS PREMISES ARE SUITABLE IN ACCORDANCE WITH **WEB** PRE-INSTALLATION, MACHINE SITING AND ENVIRONMENTAL REQUIREMENTS SERVICING OF THE EQUIPMENT.
8. SHALL NOT RESITE THE EQUIPMENT AS THIS AGREEMENT IS ONLY RESPECT OF THE PRESET SITE OF THE EQUIPMENT UNLESS OTHERWISE MUTUALLY AGREED PRIOR TO RESISTING. THIS AGREEMENT DOES NOT COVER CHARGES FOR RESISTING
9. SHALL PAY ADDITIONALLY FOR REPAIR / ADJUSTMENTS, OR REPLACEMENTS OCCASIONED DUE TO DEFECTS ARISING OUT OF :
  - A. SERVICING / MAINTENANCE OF THIS EQUIPMENT BY PERSONS OTHER THAN **WEB** AUTHORISED PERSONS.
  - B. THE USE OF PARTS, THERMAL PAPER NOT CONFORMING TO THE XEROX / **WEB** SPECIFICATIONS.
  - C. NEGLIGENCE BY THIS EMPLOYEES.
  - D. WILFUL ACT OR DEFAULT OR ANY ALTERATION OR ATTACHMENT OF THIS EQUIPMENTS.
  - E. BY HIS FAILURE TO MEET THE MACHINE SITING AND ENVIRONMENT REQUIREMENTS.
10. SHALL ASSIGN AND MAINTAIN ONE MACHINE - IN-CHARGE WHO SHALL BE INSTRUCTED BY **WEB**, FREE OF CHARGE IN THE USE OF ANY ROUTINE CARE OF THE EQUIPMENT. THE CUSTOMER SHALL ENSURE THAT THE MACHINE-IN-CHARGE PROPERLY CARRIES OUT HIS DUTIES AND OPERATES THE EQUIPMENTS IN ACCORDANCE WITH THE MACHINE-IN-CHARGE TRAINING AND USER MANUAL. **WEB** RESERVES THE RIGHT TO CHARGE ADDITIONALLY FOR ANY SERVICE BY REASON OF THE CUSTOMER'S FAILURE TO COMPLY WITH HIS OBLIGATIONS UNDER THIS PARAGRAPH.

## **GENERAL TERMS :**

1. THIS AGREEMENT, IT EXECUTED BEFORE THE EXPIRY OF THE WARRANTY PERIOD STIPULATED IN THE MACHINE PRO-FORMA INVOICE, AVAILABLE WITH THE CUSTOMER, SHALL COME INTO FORCE ON THE DAY IMMEDIATELY NEXT FOLLOWING THE DATE OF EXPIRY OF THE WARRANTY PERIOD OR OTHERWISE THIS AGREEMENT WILL BE EFFECTIVE FROM THE DATE ON WHICH THE EQUIPMENT IS REINSTALLED AFTER TRIMMING AS STIPULATED 1CL, 2 UNDER "THE CUSTOMER".
2. EITHER PARTY HAS OPTION TO TERMINATE THIS AGREEMENT BY SERVING A WRITTEN NOTICE OF 60 DAYS ON THE OTHER PARTY. THROUGH REGISTERED POST.
3. NEITHER THIS AGREEMENT NOR ANY OF THE RIGHTS, OBLIGATIONS HEREUNDER SHALL BE ASSIGNED BY THE CUSTOMER.
4. IF THE CUSTOMER IS IN BREACH IF ANY OR ALL TERMS HEREOF INCLUDING OBLIGATION TO PUNCTUALLY PAY ALL CHARGES AND SUCH BREACH REMAINS UNREMEDIED FOR 15 DAYS FOLLOWING THE WRITTEN COMMUNICATION FROM **WEB** IN THIS BEHALF AT THE ABOVE ADDRESS, **WEB** MAY, DURING THE CURRENCY OF THIS AGREEMENT, TERMINATE THIS AGREEMENT AND SUSPEND SERVICE AND SUPPORT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN WITHOUT BEING IN ANY MANNER TO THE CUSTOMER FOR THE SAME.
5. NOT WITH STANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, **WEB** RESERVES THE RIGHT TO VARY THE CHARGE PAYABLE BY THE CUSTOMER AT ANY TIME, UPON 60 DAYS PRIOR WRITTEN NOTICE. IN THE EVENT OF ANY INCREASE IN CHARGES THE CUSTOMER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT BY SERVING NOT LESS THAN 30 DAY NOTICE IN WRITING BY REGISTERED A.D. ON **WEB** AT THE ADDRESS 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 OF GOVT. LEVIES OR TAXES, CENTRAL, STATE OR LOCAL WHICH ARE RECOVERABLE SEPARATELY. FOR THE PERIOD FROM WHICH SUCH GOVT. LEVIES AND TAXES HAVE COME INTO FORCE.

6. 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 BOARD OF ARBITRATORS COMPRISING ONE NOMINEE EACH OF **WEB** AND CUSTOMER AND AN UMPIRE TO BE APPOINTED BY THE ARBITRATORS BEFORE ENTERING UPON THE REFERENCE. THE VENUE OF SUCH ARBITRATION SHALL BE THE HEAD OFFICE OF **WEB** PRESENTLY AT THE 307, SHEETLA HOUSE, 73-74, NEHRU PLACE, NEW DELHI-110019
7. TIMELY PAYMENT OF ALL CHARGES BY THE CUSTOMER TO **WEB** SHALL BE THE ESSENCE OF THIS AGREEMENT.
8. THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO ALTERATION OR A AMENDMENT IS VALID UNLESS SIGNED BY A PERSON DULY AUTHORISED BY THE BOARD OF **WEB**.

