

ANNUAL MAINTAINANCE LABOUR CONTRACT

We propose to maintain THE ELEVATOR described hereinafter, in a safe operating condition, subject to and in accordance with the Terms and Conditions hereof.

1. SCHEDULE OF THE ELEVATOR (THE ELEVATOR) & LOCATION

Silicon make lift one no and the above address location

2. TENURE

We propose to maintain the above elevator (s) for the period from ----- to -----

3. SILICON SERVICES

3.1. We or our authorized representatives will employ well trained and appropriately skilled personnel to keep THE ELEVATOR properly adjusted and carry out Planned Preventive Maintenance.

3.2. We propose to offer Twelve (12) maintenance services in a contract year.

3.3 We propose to attend all Breakdowns, during normal working hours on normal working days,

3.4. We propose to clean, lubricate and adjust all elevator parts.

4. CHARGEABLE SERVICE

4.1 We reserve the right to charge you, for false or nuisance breakdown services or by any reason of any cause which is beyond our control.

4.2 You will be invoiced by us for supply and fixing or repairing charges of all elevators parts which in our opinion are defective or worn out.

-2-

5. CONTRACT PRICE:

5.1 The contract price will be charged at an annual rate of **Rs.....**

The contract price will remain firm for the first year, and thereafter subject to change at the end of subsequent year.

5.2 THE CUSTOMER shall pay in addition to the contract price, any additional taxes or levies imposed on, or attracted by this contract under any rules or regulations.

5.3 The contract price with the taxes shall be paid advance i.e. **Rs..... + tax**

5.4. On failure to make outstanding payments, we reserve the right to either reduce the period of our service in the contract year or invoice THE CUSTOMER a late payment charge @21% (Twenty one percent) per annum on the unpaid balance from the due date of payment.

5.5 Any services beyond the scope of this proposal will be charged over and above the contract price agreed upon. No work or services, other than mentioned hereof is included or intended.

5.6 THE CUSTOMER shall have no right to set-off/refund against sums due under the Agreement, any sums, which may be or which you may believe to be, due to THE CUSTOMER from us.

6. CUSTOMER'S RESPONSIBILITIES:

6.1 THE CUSTOMER will

a) Provide adequate lighting, ventilation, cooling, moisture and dust control, and rain water protection to THE ELEVATOR, hoistway, machine room and pit and keep the equipments, not covered by us, in good and clean condition, keep the machine room locked and free of any storage or occupation, and also keep the hoistway and pit clean of water seepage and rubbish.

b) Provide free, unhindered and safe access to THE ELEVATOR machine room, hoistway and pit and not to allow any persons or organizations, other than us or our authorized representatives, to carry out any alterations or repairs of THE ELEVATOR.

c) Display any publicity material, and materials relating to the safe use of THE ELEVATOR and precautions to passengers and report of any malfunction, unsatisfactory running or dangerous working of THE ELEVATOR, and will keep THE ELEVATOR out of service and take all precautions to prevent its access or use, till such time, the defect is rectified by us..

6.2. THE CUSTOMER shall be entitled to terminate the agreement forthwith by giving us sixty (60) days notice in writing.

6.3. THE CUSTOMER shall forfeit all advances paid towards this contract if termination is not intimated to us in writing.

7. SILICON RIGHT

We shall be entitled to terminate the agreement forthwith in any of the following events and our liabilities hereunder shall, therefore cease and you shall forfeit all advances paid towards this contract.

7.1. Where THE CUSTOMER:

- a) without our consent, carried out any work or alterations on THE ELEVATOR by other persons or organizations, other than us or our authorized representatives.
- b) fail to pay any monies, under the agreement by the due date.
- c) refuse or fail to carry out work or replacement, within reasonable period of time, after a written notice from us, that such work or replacement is necessary.
- d) fail to comply with any of your responsibilities detailed in 6.1..
- e) fail to produce the "Licence to Operate the Lift" issued by the Inspector of Lifts, Tamilnadu.

8. MISCELLANEOUS

8.1 We do not assume or accept possession or management of any part of THE ELEVATOR, but such remains exclusively of THE CUSTOMER as the owner or lessee thereof.

8.2 We reserve the right to alter the Terms & Conditions mentioned therein, from time to time as and when deemed necessary.

8.3 This proposal, when accepted by you and approved by our Authorised Signatory, shall constitute the terms and conditions of the Agreement between us, and all prior representations or Agreements not incorporated herein are superseded.

8.4 We will not be liable for any loss, damage or delay due to any cause beyond its reasonable control, including, but not limited to embargoes, acts of government, strikes, lockouts, fire, accidents, explosions, theft, riots, civil commotion, war, malicious mischief, bandhs , acts of God, or third party.

10.7 The Agreement shall be deemed to be concluded at TRICHY, and only courts in this place shall have jurisdiction in the event of any dispute, whatsoever.