

ASKAR MICRONS (P) LTD.

Plot No. 293-C, Hebbal Industrial Area, MYSORE – 570 016. INDIA.

91-821-4006249 / 42

FAX: 91-821-2403370

E-Mail : askar95@rediffmail.com

Website : www.askarmicron.co.in



ANNUAL MAINTENANCE CONTRACT (AMC)

Contract Details:

Customer		Machine type		Registration	
Address		Sr.Number		SST / Tin No	
		Contract Duration		CST No	
		Contract start date		Service Tax No	
Contact		Contract end date		PAN No	
Phone		Contract Amount		Excise Details	
Email		Contract No:			
Fax		Contract Date:			

Sr.No	Visit	Date	Actual Date	Status	Signature
	Visit – 1				
	Visit – 2				
	Visit – 3				
	Break down Visit -1				
	Break down Visit -2				
	Break down Visit – 3				

ANNUAL SERVICE CONTRACT Non Comprehensive.

This agreement is made between M/s. Askar Microns Pvt Limited., having its Registered Office at Plot No 293-C, Hebbal Industrial Area, Mysore - 570016. (Hereinafter referred to as "AMPL"), and M/s.

Company/Partnership firm/a proprietary organization (herein after referred to as "Customer") having a registered office at

SCOPE OF CONTRACT

AMPL, at the request of the CUSTOMER, agrees to enter into a Annual Service Contract, subject to terms & clauses contained in this agreement, for the machine (hereinafter referred to as MACHINE) as above, all details listed in above and the customer agrees to abide by the terms of this Contract.

PERIOD OF CONTRACT:

This contract shall remain in force for a period of twelve (12) months from the date of receipt. Cancellations will be accepted before expiry of period of contract.

PRICE/RATE FOR THE SERVICE CONTRACT:

The contract amount is as per annexure 1 (The rate chart) and applicable duties and taxes.

REVISION OF THE MAINTENANCE CHARGES:

There shall not be any revision of the rate of the maintenance charges during the current period of this contract. However, AMPL reserves the right to change the charges at the end of the Agreement Period.

TAXES, DUTIES, FEES, CHARGES or ASSESSMENT:

To the extent not covered by AMPL any taxes, duties, fees levied by Indian Governmental Authority upon this transaction or in connection with any service performed hereunder, where levied against the Customer



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or AMPL shall be on the Customer's account and shall be paid directly by Customer to the governmental authority concerned. In the event that AMPL required by the law to make payment of any such levy in the first instance, the amount thereof shall be reimbursed by the Customer upon presentation of Invoice.

PAYMENT TERMS:

Customer will be required to make 100% down payment on the date of signing the contract against the Performa Invoice.

HOURS OF SERVICES:

AMPL Service Engineer will work 8 Hrs per day on any working day. It is expected that the Engineer will not be called upon to work overtime or on holidays except under very special and urgent conditions.

VISIT SCHEDULE /RESPONSE TIME:

This Contract provides Three Preventive maintenance visits and three break down visits annually.

The first visit for preventive maintenance will take place within six weeks of the commencement of the contract. Subsequent visits will be on quarterly basis after prior arrangement with the Customer.

Following a preventive maintenance / breakdown visit, if a further visit is necessary due to non availability of spares it will be counted against the four visits allowed.

It is imperative that at the time of making a non – routine call to AMPL, the nature of the problem is fully explained by the Customer. Every effort will be made by AMPL to respond to non routine call within a particular specified time.

CONDITIONS OF PERFORMANCE:

The performance of any service described or referred to in this contract upon the terms contained herein. Any additional or different terms proposed will not be binding unless specifically accepted to in writing by an authorized representative of AMPL.

An Authorized representative of the Customer will issue a letter certifying attendance and work done by AMPL Engineers.

CUSTOMER'S RESPONSIBILITES:

Without prejudice to the other provisions of this proposal the Customer agrees to provide free prompt and reasonable access for the AMPL engineers to observe the operation of the machine.

Make available all the instruction manuals and drawings of the machine.

All the necessary consumables like cleaning material Kerosene, Petrol, Waste, Grease etc to be supplied by customer as requested for the servicing of the machine.

Material handling facility and any extra man power required to be provided by customer.

Any hydraulic oil changes (e.g. Lube Oil, Power pack oil, Turret oil etc) if required to be provided by customer.

Any general tools and measuring instruments have to be provided by customer. If any special tools like mandrel etc will be arranged by AMPL.

Furnish fully qualified labor including supervisor/foreman as may be requested in connection with the services offered herein.

Supply the equipment spares and consumables required

Provide reasonable secretarial/clerical help and internet/telephone services free of cost for the purpose of the contract.

All the above facilities will be provided promptly on request by the AMPL engineer.

SAFETY:

Customer shall at all time exercise reasonable precautions for the safety of AMPL employees at the work site, including safe transportation necessary for local site related travel. AMPL may from time to time conduct safety audits to ensure safe conditions are existent and make recommendations to Customer concerning same. Neither the conduct of safety audits nor the making of any recommendation by AMPL shall relieve Customer of the responsibility of providing a safe place to work.



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SPARE PARTS SUPPORT:

This service contract does not cover parts, and same shall be supplied by the Customer. Any part failure customer will provide spare part and shall be replaced FOC at site during the Break down visit.

LIMITATIONS AND LIABILITY:

The Liability of AMPL, Employees, Subcontracts and suppliers with respect to any and all claims arising out of the performance of non-performance of obligations in connection with the proposed services shall not exceed the cost of the service performed on the machine which give rise to claim and shall in no event include damages for loss of profits or revenue or interest thereon, on incidentals or consequential damages of any nature arising from the machine being non operational.

Any claim against AMPL must be initiated within 3 months from the date on which the cause of action occurred or to cessation of the contract whichever is the earlier.

This limitation of liability clause shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising the contract.

FORCE MAJEURE:

AMPL shall not be liable for delay in performance due to cause beyond it's reasonable Control and not liable to any damages caused by natural hazards such as floods, fire, accidents, abnormal voltage fluctuations than specified, electrical short circuits, lock out, sabotage, civil commotion & any other case beyond the normal wear & tear. This shall be excluded from this contract & AMPL is no way liable to repair the machine or render free service in such events.

Any Up gradation of machine without AMPL consent, Use of spurious and non-genuine parts by customer, on sale or transfer of ownership or control of the machinery to any party, the warranty of this contract will terminate on the date of sale or transfer. The new owner or transferee of the machine will be required to take service contract separately.

If the machine is attempted to be repaired or attended to by any person other than authorized engineers of AMPL. Repair or malfunction or damage due to accident, transportation or due to neglect.

AMPL is not responsible for late delivery of equipment parts of supplies, late completion of pre-requisite work by Customer or other or disruption or change occurring in the work as a direct or indirect result of energy shortage, and/or energy related material shortages.

If AMPL fail to undertake the maintenance or fail to do maintenance as per the conditions of this agreement the advance maintenance charges paid by the Customer in full or part for the period during which no maintenance is done, shall be liable to be refunded to the customer at once.

Except as provided herein, there is no warranty of any sort of use or performance of the machines nor does this agreement gives rise to any liability for loss or obligation to AMPL and the successful application, operation and management of the machine shall be the sole responsibility of Customer.

CHANGE OF LOCATION:

Shifting of the machines in the factory shall be done by the customer at his own cost and risk. Any damage to the machine/machine parts arising out of such relocation will not be covered under this contract. However, AMPL can provide this service of disconnection and re-installation at additional charges and shall be covered by separate invoice and payment to be made full in advance. AMPL shall not carry out the services if the machine is relocated outside the factory without the consent and approval of AMPL Such activity will not form part of normal maintenance and therefore is not included in the charges quoted here. In case of maintenance at the new location for the machines under this contract customer shall take the prior written consent of AMPL before relocation the machinery to be able to obtain the maintenance services at new location.



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GENERAL:

AMPL shall not be responsible for any failures/damages that occur due to the non-compliance of the recommendations by Askar from time to time.

In case, the system covered in the Scope of this Contract is serviced by any other Party other than AMPL Engineer, we have the right to terminate the Contract.

The Batteries shall be changed once in a year on chargeable basis as they are consumable.

If the equipment, is not used as per specifications laid down by the manufacturer, or if there is any failure due to external circumstances, like voltage fluctuations, fire, accidents, explosion, floods and other acts of God etc., and we are called upon to make a visit, the cost of visit including replacement of spare parts if any will be to customer our account. AMPL shall not be responsible for any loss of production or damage to machine under any circumstances.

AMPL engineer will visit the customer's Workshop as per schedule described above and help/advise the customer on the proper maintenance and upkeep of the machine.

Customer will operate and maintain the machine strictly in accordance with the manufacturer's recommendations and accepted workshop practice. They would also maintain operations and maintenance logs with full details of symptoms noticed during operation problems. AMPL will review the operating and maintenance logs in an effort to anticipate problems and advise the Customer how to avoid them in the future.

In the event of breakdown customer to clearly intimate the nature of problem and any reasons if known, to AMPL so that the engineer can visit well equipped to bring back the machine to working condition with least down time.

Customer to keep the machine released on mutually agreed dates to carry out the Preventive Maintenance, In case there is any change in scheduled dates the same should be intimated by Email/fax/ letter at least 2 weeks in advance.

Cleaning of the machine exterior & Interior, Hydraulic Power pack, coolant system, chip conveyor unit, Topping of coolant is to be carried out by customer.

In case of breakdown calls the machine should be released for ample time so that the machine is thoroughly checked and handed over for production

Customer shall take care in operation & normal maintenance of machine & AMPL shall not be liable & called upon to attend to unscheduled replacement/ replenishment of lubrication/coolant oil, Fuses. Lamps etc.

The contract does not cover any component trials, process related problems, any modification and additions of other features/facilities found necessary during the course of contract period.

Machine accessories such as voltage stabilizer, Panel air conditioning unit, Chip conveyor unit, Steady rests, special work holding , Fixtures , In process gauging unit, Wheel Balancing, Touch Probes units, Coolant filtration System are not covered under this contract.

Preventive maintenance as per check list for Air conditioning unit, Chip conveyor will be carried out. However in case of major breakdown/Failures of these units, same has to be attended by the equipment manufacturers & the charges incurred towards transportation, handling spares & Service charges to borne by the customer.



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AMPL will provide counsel and advice regarding the establishment of an adequate inventory of the equipment spare parts and consumables. AMPL will continue to assist with the procurement of spare parts by quoting prices and deliveries.

ARBITRATION:

Any dispute arising thereupon may be settled by arbitration as per the provisions of Indian Arbitration Act & venue of such arbitration shall be in Mysore.

Price Chart **Non Comprehensive Contract.**(Only Control systems Fanuc and Siemens 802D and 802D SL Series and drives electronics comprehensive including motors and cables). For other controls please request for price.

Sr.No	Non Comprehensive	Rate		
		Controls**	Mechanical	Total
1	2 to 4 Years	32,400	36,000	68,400
2	4 to 6 Years	45,000	36,000	81,000
3	6 to 7 Years	50,400	45,000	95,400
4	Above 7 years	54,000	54,000	1,08,000

** Controls: Controls covered under this warranty is limited to Fanuc, Siemens 802 D and 802 D SL. Machines with any other control other than above like 810 D or 840 D and others will have different rate. Prices for same will on request.

Please note that new Machines where Machine warranty expires after one year and Controls warranty is still on, AMPL will accept only warranty for Machine. The special price is Rs 36,000.00

For New machines, Under AMC for rest of Machine other than control electronics, during second year, and machines out of warranty and registered under AMC, visits exceeding six scheduled visits, are on chargeable basis. To and fro freight charges for replacement or repair purpose of controls shall be borne by Customer. AMPL Shall charge for additional visits after six contract visits are over, at standard rates of Rs 5000/day .

For the CUSTOMER

Name: Mr.

Designation:

Date:

Place:

Invoice No.: _____ Date: _____

Cheque / DD No. _____ Amount Rs .

For Askar Microns Pvt Limited

Name :R VISHWA KUMAR.

Designation: Director

Date:

Place: Mysore:

