

TOTAL GUARANTEE AGREEMENT NO

This service agreement (hereinafter referred to as Agreement) is made on this between Som Imaging Informatics Private Limited having its Registered office at 3, Chowringhee Terrace Kolkata - 700020 (hereinafter called the "User"). SIIPL at the request of the User agrees to provide maintenance services directly to the User for the equipment mentioned below:

1. THE EQUIPMENT

M/c ID	Model	Serial No.	Installation Date	Installed At	Agreement Start Date	MR at the time of entering into agreement

2. TOTAL GUARANTEE CHARGE

i. The Total Guarantee charge shall be at the rate of print/scan taken on normal paper calculated on the actual usage registered on the counter of the Equipment, subject to clause 8. Local taxes & other levies as applicable shall be extra. Service Tax, Educational Cess and other taxes are applicable presently.

ii. The charges quoted hereinabove includes:

- (a) all maintenance service visits required to keep the Equipment in good working order
- (b) supply of spares required for maintenance of the equipment during the agreement period

iii. The charges include the supply of Drum, Toner and Spares except Exterior covers.

The following Annexure(s) are also integral part of this agreement.

Service Level and availability Schedule	Describes the average service level and the availability window of the service.	Annexure-A
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3. SIIPL

i. shall service maintain and keep the Equipment in good working order without any additional charge at the User's request subject to clause 2, 3(iii), 4(i), 4(iii), 4(iv), 4(vi), 4(vi)

ii. if required, SIIPL shall at its sole direction replace without any charge worn-out parts by parts of serviceable quality. Parts thus changed shall be the property of SIIPL and SIIPL authorized service engineers shall be entitled / authorized to remove any away such parts from the User's premises

iii. shall provide the said services during normal working hours on SIIPL working hours (currently 9.30 a.m. to 7.00 p.m. Monday to Friday except general and public holidays). Provided always that SIIPL shall be entitled to charge additionally for:

- a. services occasioned due to defects arising out of repairs/maintenance undertaken by persons other than those authorized by SIIPL.
- b. services occasioned by User's use of supplies like Toner and Photoreceptor (Drum), and parts, which has not been supplied / purchased from/by SIIPL/SIIPL authorized agency
- c. services occasioned due to use of media other than normal paper by User resulting in low yields of parts & drum
- d. service / repair occasioned due to damage of the machine by the outside factor not under control of SIIPL or for which SIIPL is not responsible

iv. Notwithstanding anything contained in this agreement, SIIPL shall not be liable in any manner whatsoever to indemnify the User for any loss, injury or damage of any kind whatsoever, howsoever caused.

v. Shall be entitled without any let or hindrance to depute its employees or authorized persons to enter the User's premises at all reasonable time to inspect, take meter reading and service the Equipment.

For Somnetics

For End User



Som Imaging Informatics Pvt. Ltd.
ISO 9001:2008 & ISO 27001:2005 Certified Organization
3, Chowringhee Terrace, Near Gokhale Road Post Office, Kolkata - 700 020, West Bengal, India.
Tel.: +91 8017430000, +91 8017540000 | Fax: +91 33 2401 7088
E-mail: info@somnetics.in | Website: www.somnetics.in



vi. shall not be liable for any delay in or failure in performance of any of its obligations under or arising out of this agreement, if the delay or failure results from any cause beyond the reasonable control of SIPL including but not limited to act of God, fire, explosion, accident, strike, lockout, civil unrest, industrial dispute, governmental action etc.

vii. shall provide free of charge subject to clause 4(ix) all supplies except power, paper and output copy material, as and when necessary to do so.

viii. shall have right to refusal of further maintenance service, if the User declines to use SIPL recommended genuine Toner/Drum/Parts etc.

4. THE USER

i. shall have option to sign this Agreement either at the time of placing the order for the Equipment as defined above, or during the warranty period (if any) of the Equipment or after the expiry of the warranty period, in case the User chooses SIPL to service this Equipment. If the User executes this Agreement at any time after the expiry of the warranty (if any) on the Equipment, SIPL shall charge additionally for assessment charges and also for any spares before taking the equipment into the agreement that may be required to bring the Equipment to good working condition acceptable to SIPL.

ii. shall pay any other amounts becoming due under this Agreement within Fifteen days of the receipt of Invoice for such payments

iii. shall ensure that installation area, electrical outlets and electrical supply with an exclusive dedicated voltage stabilizer and access ways etc. for installation, passage and electrical connections of the Equipment at its Place of Installation are suitable in accordance with SIPL's pre-installation site requirements available with the User and maintained so during the currency of this Agreement, for proper servicing of the Equipment. Ambient room temperature of 22 degree centigrade and relative humidity of 65 % shall be maintained for optimum performance along with dust free environment. The user shall ensure that the equipment is used not beyond a maximum copy volume of N.A. A4copies per month or average monthly copy volume of N/A A4 copies/Print.

iv. Shall not resite the Equipment as this Agreement is only in respect of the present Place of Installation of the Equipment unless otherwise mutually agreed in writing prior to resulting. The change in clause 2 of this agreement does not cover charges for resulting and the same will be charged extra.

v. shall pay additionally for repairs/adjustments or replacements occasioned due to defects / damage arising out of:-

- a) servicing / maintenance of this Equipment by persons other than SIPL authorized persons
- b) the use of parts and consumables not supplied / purchased from / by / SIPL / SIPL authorized persons
- c) negligence by the User / User's employees
- d) willful act or default or any alteration or attachment to the Equipment without the written permission from SIPL
- e) by the User's failure to meet the Site requirements
- f) the User's using the media other than Normal paper resulting in low yield for parts and drum
- e) by the User's failure to meet the Site requirements
- g) the intervention of outside factor not under control of SIPL or for which SIPL is not responsible
- h) the User's using the machine beyond the recommended monthly copy volume as specified in clause 4(iv)

5. All disputes or differences arising between the parties in respect of these terms and conditions shall be settled by arbitration under provisions of the Arbitration and Conciliation Act. 1996. The venue of Arbitration shall be Kolkata.

6. Subject to Clause 9 above, the parties submit to the exclusive jurisdiction of courts of Kolkata.

7. Notwithstanding anything to the contrary contained in this agreement timely payment of all charges by the User to SIPL shall be the essence of this agreement and in case of breach by the User towards compliance of the same, SIPL reserves the right to suspend the services to the User immediately without any notice to user and if that branch remains unremedied for 15 days following the written communication from SIPL in this behalf at the above address. SIPL may, forthwith terminate this Agreement, without being liable in any manner to the User for the same.

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For End User



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8. This is the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all arrangements or agreements relating to the service & maintenance of the equipment previously entered into or made between the parties hereto and no alteration or amendment in this agreement is valid unless signed by a person duly authorized by the Board of SIPL. None of the provisions of this agreement shall be deemed to have been waived by any act or acquiescence on the part of SIPL, its employees, but only by an instrument in writing signed by an authorized officer of SIPL. No waiver of any provisions of this agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

For Som Imaging Informatics Pvt. Ltd.

Customer Name:

Authorised Signatory

Name:

Designation:

Company Seal:

Authorised Signatory

Name:

Designation:

Company Seal:

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