

## ANNUAL MAINTENANCE AGREEMENT

**BIOMEDIX OPTOTECHNIK & DEVICES PVT. LTD.**, (hereinafter referred to as BMOD) will maintain the equipment specified, on terms and conditions herein mentioned below :

|                   |                               |
|-------------------|-------------------------------|
| <b>EQUIPMENT:</b> | <b>MODEL:</b>                 |
| <b>SL.NO:</b>     | <b>DATE OF INSTALLATION :</b> |

**1. SCOPE OF SERVICE :**

BMOD agrees to provide the following services under this agreement to keep the system in good working order, save for circumstances beyond the control of BMOD.

- 1.1. Scheduled Preventive Maintenance Calls and unscheduled On-Call visits will be provided, subject to a maximum number of visits not exceeding **four\*\*** in number.
- 1.2 .Scheduled Preventive Maintenance Calls for routine service checks and corrective action if any. These calls will be totally **two\*\*** in number, being scheduled once in six months during the contract period.
- 1.3. Unscheduled, On-Call, Corrective and Remedial visits are subject to Clause No.1.1
- 1.4. Service to set right the malfunction of the system.
- 1.5. Services for the replacement of unserviceable or defective parts. the parts replaced may be either new or equivalent in performance to new parts. The decision to replace or repair a part shall be left to the desecration of BMOD. The cost of parts to be replaced, or cost of parts to be repaired will be wholly and completely borne by the customer and is outside the scope of this agreement, in the case of AMC. (The same will not be charged in the case of CMC).

\*\* - The frequency of visits might vary, according to the requirements of individual customers.

**2. TERMS OF AGREEMENT :**

- 2.1. Period is as mentioned and specified in the “Order for Repairs and Maintenance Contract”.
- 2.2. The service will be rendered at the site specified in the “Order for Repairs and Maintenance Contract”.
- 2.3. BMOD reserves the right to recall the equipment to its service centre for detailed and major maintenance works. This decision will be taken in the best of judgment by BMOD.
- 2.4. The equipments and accessories to be maintained will be listed in the “Order for Repairs and Maintenance Contract”, alongwith maintenance charges for the period specified therein.
- 2.5. The agreement shall stand renewed for further periods of time by issual of an “Order for Repairs and Maintenance Contract” by the customer and by making the specified payments to BMOD.

- 2.6. The customer shall be responsible for providing proper power source, a standard power correction equipment and air-conditioning as prescribed by BMOD as also other environmental conditions including electrical requirements and site facilities prescribed by BMOD. Any damages due to deviations from these, at the customer end, are not covered under this agreement. The agreement does not cover maintenance of power correction equipment.
- 2.7. Except as provided herein, there is no warranty of any sort for use or performance of the equipment not does this agreement give rise to any liability or obligation to BMOD and the successful application, operation and the management of the equipment shall be the responsibility of the customer solely.
- 2.8. This agreement covers only maintenance problems arising out of normal functioning of the equipment and does not cover the services of breakdown arising out of, whether partly or wholly, misuse of the equipment or its use under environmental conditions not prescribed by BMOD, due to shifting/transporting of the equipment from original place of installation or due to faulty functioning of other systems/sub-systems which has been interfaced with the equipment specified in this agreement.
- 2.9. On termination of this agreement, BMOD's obligations under this agreement cease in its entirety. The customer may enter into a fresh Repairs and Maintenance Agreement with BMOD after BMOD satisfies itself and that the equipment is in a maintainable state. All costs of inspection, time and material to bring the equipment to a maintainable state will be charged by BMOD to the customer. The decision of BMOD on whether equipment is in a maintainable state or not in final and binding on both parties to this Agreement.

**3. CARE OF EQUIPMENTS :**

- 3.1. The customer will at his own expense give BMOD full access to the equipments to enable BMOD to provide maintenance service, and will make available to BMOD's Service Representatives appropriate customer staff who are familiar with the customer's problems and will provide working space, facilities and suitable safe storage for maintenance equipment and spare parts.
- 3.2. The customer will take care of the equipment, will house it in suitable conditions and will follow such instructions given by BMOD from time to time.
- 3.3. No equipment or part thereof shall be moved from the point/location of installation except by BMOD's Service Representatives and with BMOD's written consent.
- 3.4. Maintenance Charges during the period of movement of the equipment or any part thereof shall continue to be paid by the customer at the prevailing rate. BMOD reserves the right to revise its maintenance service charges at the location to which the equipment is moved.
- 3.5. The customer shall not, directly or indirectly, open alter, try to tamper with or in anyway do any act which will result in intruding with the internal operation of the system and peripheral units and do any modifications to the configuration supplied by BMOD without written approval of BMOD and without the presence of BMOD Service Representative.

**4. EXEMPTIONS :**

BMOD shall not be liable for failure to perform any of its obligations under or arising out of this Agreement if such failure results from any force majeure, act of God, fire storm,

earthquake, explosion, accident, strikes, lock-out, industrial dispute, labour trouble, transportation embargo, imminence, or the existence of any state of emergency, war, war-like condition, civil commotion, riots , inability to obtain any material, refusal of  
:::: 3 ::::

license or imposition of sanctions, any measures taken by the Government whatsoever which renders it impossible, impracticable or BMOD's liability to perform its obligations and any other act beyond the normal control of BMOD.

**5. PAYMENT TERMS :**

- 5.1. Maintenance and Repair charges commence from the effective date and shall be payable in advance for the said period. The maintenance charges stipulated herein pertain only to equipment expressly described there under.
- 5.2. There shall normally not be any revision of rate of the maintenance charges during the currency period of this Agreement, same for such events as are beyond the control of BMOD. However, BMOD reserves the right to change the charges at the end of the Agreement period.
- 5.3. Charges or enhancements in the system features or any kind of add-ons may result in revision of maintenance charges and shall be covered by separate Invoices/Agreements.
- 5.4. The detailed amount excludes any taxes and governmental levies as applicable later due to operation or any existing or new law.

**6. ASSIGNMENT:**

The customer shall not be entitled to assign this service agreement or any benefit or interest herein to any other person or external agency, without the prior written consent of BMOD and at such costs as determined, agreed and executed.

**7. TERMINATION:**

If the customer commits any breach of this Agreement or any other connected/allied Agreements with BMOD (including failure to pay on the date any maintenance charges of payment consumable supplies or any other payment), or suffers distress, or commits an act of insolvency, or the customer's business, then BMOD may, (notwithstanding that on a former occasion or occasions it has waived its rights) by a written notice, terminate this Agreement. Upon termination under this Clause, the customer will forthwith give up BMOD's site kits, equipment and maintenance spares and BMOD may enter the premises and take possession of its equipment. The exercise of rights under this Clause will not prejudice any right of BMOD or damage any other rights or remedies of BMOD. If the customer shall resist or cause to resist any attempt by BMOD to recover possession of BMOD's entitled to recourse to law in order to seek and obtain forthwith the appointment of a receiver to remove the said site kits, equipment and or maintenance spares from the premises of the customer.

**8. ARBITRATION :**

All disputes, differences, claims and demands arising under or pursuant to or touching this Agreement shall be referred to a Sole Arbitrator to be appointed by the parties and falling such Agreement to two Arbitrators, one to be appointed by each party to the disputes. Such

arbitration shall be held in Bangalore and shall be subject to and governed by the provisions of Arbitration Act, 1940, and the rules made thereunder, or any other statutory modification or re-enactment thereof for the time being in force.

:::: 4 :::

**9. THE AGREEMENT:**

- 9.1. This document together with the Order for Maintenance Contract and any attachment, hereto signed by both parties shall constitute the entire binding Agreement between BMOD and the customer.
- 9.2. The customer represents that he is the owner of the machine subject to this Agreement or if not the owner that he has authority to enter into this Agreement. BMOD will have the option to terminate the Agreement in case of change of ownership of the machines or in case the customer ceases to have the authority under which he entered into this Agreement.
- 9.3. The foregoing terms and conditions shall prevail notwithstanding any variations contained in the terms and conditions of any order or document submitted by the Customer unless such variations have been specifically agreed upon in writing by BMOD.

|  |  |
|--|--|
| Please maintain the equipment specified in this Agreement in accordance with and subject to the terms and conditions mentioned above | Please maintain the equipment specified in this Agreement in accordance with and subject to the terms and conditions mentioned above |
|--|--|

Signed on behalf of Customer by :

Signed on behalf of BMOD by :

**Name :**

**Name :**

**Place :**

**Place :**

**Date :**

**Date :**

**Authorized Signatory**

**Authorized Signatory**