

AC MAINTENANCE CONTRACT N° [contract_number_cpm]

Date: [date]

Klimatika AC and Refrigerator Maintenance LLC
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Client representative name: [client_name]
Address: [address]
Stamp and/or signature:

Klimatika AC and Refrigerator Maintenance LLC:
General Manager: Mr. Andrei Nosikov
Stamp and signature:



FINANCIAL TERMS

<u>N°</u>	<u>Services Description</u>	<u>Amount</u>
Service		
1	Premium AC Maintenance	AED [ac_maintenance_price]
2	Premium AC Repairs	AED [ac_repair_price]
3	Other	AED [other_price]
	Discount	AED [discount_price]
	VAT (5%)	AED [vat]
	TOTAL	AED [total]

SCOPE OF WORKS

INCLUDED

Premium AC Unit Service*

- ✓ **Deep cleaning** of fan coil unit (VAV, blower fans, air-filter, evaporator coil, drain tray (if accessible)). For split systems – external unit, pressure check-up, filter and radiator wash-through.
- ✓ **(Villas and other premises only)** – Check-up and adjustment of valves, fan belts, pulleys, coil, filter, strainer, pipe joints, insulation, bearings, drain trays, drain pipes and manometer tubes. VRF system errors and pressure check-up.
- ✓ Checking for noise, leaks, smell, vibration and general performance issues
- ✓ **Check-up** of thermostat (villas and other premises – starters, relays and timers)
- ✓ **Disinfection** with antibacterial detergent

Premium Duct Cleaning Service*

- ✓ **Cleaning** of ducts insides (vacuum clean with rotating brush of different diameter), grills and diffusers
- ✓ **Disinfection** and fungicide fumigation (with cold fog-machine)
- ✓ **Check-up** of leak-proffness and air-tightness

Other Premium Services:

- ✓ electrical check-up (inspecting for burns or deterioration, trip testing and recommendations for extra works)
- ✓ plumbing check-up (inspecting valves and pipes for leakage and damage)
- ✓ polyester filter change and installation (if approved by the client)

NOT INCLUDED

OTHER SERVICES**

- ✓ major repair job and insulation fixing, sealing, taping and re-taping and leakage prevention

ALSO EXCLUDED

- Spare parts and material (incl. repair and replacement of electronic items).
- Any service or material not expressly mentioned in the Scope.
- Pest control, fire alarm and firefighting, gas detection and gas pipeline job.
- Concealed and hidden leaks and pipe works (unless otherwise agreed)

*GUARANTEE

- Works under Scope are covered with (i) 1 month warranty (for one-time visits) and (2) 4 months warranty for every visit under annual contract.
- Spare parts and materials are covered with manufacturer's and/or distributor's warranty only.
- Shall you provide your own spare parts and material, we reserve the right not to use them with reasonable arguments or, if used, there is no warranty on those parts.

TERMS and CONDITIONS

- ****Other Services** - are **NOT** covered by the Scope. **For the purposes of this Offer the standard hourly rate to be used for discount calculation shall be 320 AED.** These Services are billed to the client at 25% discount of the standard rate if performed by us, unless expressly provided herein. The prices for such services are communicated to the client prior to performing the services. The services and price for those are subject to final approval of the client. We do not charge extra fees for use of anti-dust sheets and Zipwall system poles to hide the service area from the client living or working area.
- Client shall arrange any access permits or any other authorizations that may require to get access to client's property in advance.
- The client may request any necessary documents from us to get such permits and authorizations as the client may need not later than 24 hours for apartment access and 12 hours for villas.
- Client or his representative shall be present during the visit or be in touch and reachable via phone all the time so that our team can get any client feedback or comment needed. Any delay in work caused by the client's absence or unresponsiveness shall not be attributed to our fault.
- Provisions of this contract are applicable to one-time service visits as well unless expressly provided herein. One-time visits' scope is provided in invoices sent to the client after the services have been performed.
- **Emergency call-outs** are subject to the following:
 - for annual contract clients – their requests are prioritized over first-timer client and those not covered by the annual contract,
 - for former clients (of one-time service) – their requests are processed in priority to first time clients and subject to availability of our team.
 - **"Emergency"** means situations with the AC and Duct system of a villa and/or an apartment of immediate and instant danger to the property or people, or can cause substantial damage to the property if left unattended.
 - Our team would usually reach the destination within **120 minutes (Dubai) and within 12 hours (Abu Dhabi)**, depending on the property location, time, road traffic and the priority of the call-out as provided above. Examples of typical Emergency situations: (i) heavy leakage with potential risk of flooding the living area; (ii) burning smell/smoke/sparkles in the electrical system; (iii) AC unit not powering up or unit giving out hot air (in March-November period).
- **Payment**
 - Subject to our professional opinion and pre-approval of the Client we may subcontract certain parts of our works to other companies and be responsible for the result of such works. Any additional works (beyond the Scope), exceeding AED 1500 shall be paid by the Client to cover 50% cost of such works in advance. Unless the Client gives the written notice to our email or phone or agreed by parties otherwise, the annual maintenance contract shall renew for another year on the same terms. For annual maintenance contracts the payment shall be made full in advance, unless the client ordered the services as a one-time service and decided to upgrade to the annual service – in this case he will only have to pay the difference in price between the cost of one-time service and total amount payable under the annual contract.
- **Termination of Annual Contract.** Shall the Client decide to terminate the annual contract unilaterally then we will refund 80% of the (remaining unused) annual contract value on a pro rata quarterly or monthly basis solely at the discretion of ours. We have the right to terminate the contract at any time for any reason and will refund any unused services back to the customer on a pro-rata basis. If the client moves to another property then annual contract maintenance conditions shall remain the same and the remaining balance can be used for the service of the new property provided that the new property is the same type (villa or apartment) and has the same number of AC units, otherwise we reserve the right to change the price for the annual maintenance either way – decrease or increase.
- **Liability.** In case the client makes any claim against us for damages to their personal belongings and/or property, we will be only liable for any damages awarded by the court (unless we agree to compensate those voluntarily and in this case those damages will be limited to the fees amount paid by the client to us and nothing beyond this).
- **Governing law.** This contract is governed by laws of Dubai. Any dispute arising out of, or in connection with this contract, including any question regarding its existence, validity, interpretation or termination, shall be referred for amicable settlement by a nominated senior representative of each party within ninety (90) days of a party first giving notice of the dispute. If amicable settlement is not reached within such a time period (or longer period agreed in writing by the Parties), it shall be referred to the exclusive jurisdiction of the Courts of Dubai. This contract shall be governed by and construed in accordance with the law of the UAE.