

(ORIGINAL FOR RECIPIENT)

4 Ramadhin Singh Complex,  
Babuganj, Lucknow  
Ph. No. 0522 - 4012268 , 2786453 , 3296826  
GSTIN/UIN: 09ARHPS9320D1ZM  
State Name : Uttar Pradesh, Code : 09  
E-Mail : star\_enterprises21@yahoo.in

State Name : Uttar Pradesh, Code : 09

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### Terms of Delivery

Destination

Issuing Signatory  
Name :  
Designation :

This is a Computer Generated Invoice

RIC.  
W.A.  
10th OCT-2020  
10-10-2020



# Star Enterprises

(AUTHORISED BUSINESS PARTNER)

4, Ramadhin Singh Commercial Complex, Near I. T. Crossing,  
Lucknow - 226 020 E-mail : star\_enterprises21@yahoo.in  
Phones : 0522 - 3296826, 4012268 Telefax: 0522-2786453

Ref. No. ....

Date .....

SE/AMC-10K/011020

01<sup>st</sup> October 2020

## MAINTENANCE CONTRACT TERMS & CONDITIONS

### Definitions :-

STAR : means M/s Star Enterprises, and includes its assigns, legal heirs and authorised representatives.

BUYERS : means the party which has purchased UPS/ INVERTER/ SERVO from STAR and has entered into a contract for maintenance service.

CONTRACT : means the maintenance contract entered into between STAR and the Buyer.

BUYER APV TECHNOLOGIES (P) LTD.  
3/311, Vishal Khand, Gomti Nagar  
Lucknow  
CONTT. No.- 9450694581

EQUIPMENT: 10 KVA ONLINE UPS  
MAKE- : NUMERIC  
SL.NO. : V0101000550

1. The maintenance contract shall be valid for one full year commencing from 01-10-2020 to 30-09-2021.
2. The maintenance contract shall basically be of corrective maintenance by STAR of equipment sold to the buyer.
3. The maintenance contract shall include supply and replacement of all defective parts / components by Star other than batteries and interconnecting cables/ transformer oil.
4. Currently maintenance charge which is payable in advance will be Rs. 18,158.00 + GST @ 18% Per annum of the period for which the contract has been entered into between STAR and the BUYER. This levy becomes effective after one year from the date of supply of the system by STAR.
5. The buyer will permit STAR to have complete access to the system to enable STAR to meet its obligations under this contract.
6. STAR will not be liable at any time for any damage which occurs to the system sold to the buyers as a result of change, alterations, additions, modifications of any sort made to it without prior written consent from STAR.
7. STAR will not be liable at any time for any damage which occurs as a result of transfer of the systems by the buyer to another location/ premises without approval of STAR or assistance by STAR maintenance engineers in this respect.
8. In the event of the buyer wishing to transfer the system to someother site, the movement will be effected by STAR engineers at mutual convenience of the buyer of the system and STAR.
9. Charges if any, leviable by STAR for transferring the system to another site on behalf of the buyer, will be decided at the time by STAR on the basis of the various criteriainvolved in effecting such transfer.
10. STAR will not be liable to meets its obligations under the maintenance contract in the event of any force measure such as act of god, fire, storm, earthquake, riots, strikes, lockouts, industrial disputes, civil commotion, accidents, etc.
11. STAR will not be liable to supply spares or replacement parts in the event of war or changes in Government Policy such as refusal to provide appropriate lines, or imposition of sanctions, etc. which render it impossible for STAR to obtain the requisite materials/ parts/ spares/ components etc. needed.

*Vishal Khand*

12. Star will not be held liable at any time to honour the contract if it is found that the buyer does not house the system, in proper environmental conditions specified and recommended by STAR for effective functioning of the system.
13. STAR is not liable at any time to cover damage under the said contract if such damages are caused by a third party who has made use of the system unless an agreement or understanding to this effect has been reached by the buyer and STAR at the time of entering into the contract.
14. The contract will be considered null and void if the buyer permits the third party to undertake repairs servicing, etc. unless prior consent has been obtained from STAR to this effect in writing.
15. STAR will supply and fit at its own cost, of all parts that may need replacement in the equipment from time to time. The part (or parts) removed from the equipment in this connection shall immediately become STAR property and STAR has the right to take back these defective parts. STAR shall be deemed to have fulfilled their obligation in this regard if the supply and fitted replacement part (or parts) result in the equipment again becoming operational.
16. The BUYER may terminate this contract at any time by informing STAR of their intent to do so; however no entitlement for refund or compensation will accrue to the BUYER for the unutilised remaining portion of the contract.
17. In the event of any dispute or difference arising between the BUYER and STAR with regard to this contract, the matter(s) under dispute shall be referred to an Arbitrator/s mutually agreed upon in accordance with the Indian Arbitration Act 1990 or any new enactment replacing, extending or modifying the same. Arbitration proceedings shall take place in Lucknow.
18. This contract shall be governed by the Law of India and shall be subject to the jurisdiction of Lucknow Courts only.
19. STAR shall ensure that the system is not down and is attended under their maintenance contract within 24 hours from the time of communicating to the customer support department about the faults. The above period shall however, exclude Sundays and Public holidays, or other period when access to the user premises is restricted and travel time from our service centre to the customer premises.
20. The maintenance services will be offered between 9.00 AM to 5.00 PM on week days.
21. In case the maintenance contract is not renewed before the expiry period, STAR shall first ensure that the system is fully operational before entering into a new maintenance agreement. If the system is not operational, then it will be the responsibility of the customer to pay the actual repair cost quoted by STAR before the actual annual maintenance commences.

Agreement Ref. No. SE/AMC-10K/011020  
For Star Enterprises

Authorised Signatory  
9919991365



Customer's Authorised Signatory

  
Name :  
Designation :