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KONE Care™ Plus Contract

Reference no: 0002812342

KONE Care™ Plus Contract

Parties' details

Customer	KONE
DEVI AHILYA VISHWAVIDHYALAYA UNIVERSITY CAMPUS AUDITORIUM HALL INDORE - 452001 MADHYA PRADESH Contact Person _____ Contact Person Tel _____ Contact Person Tel _____	KONE ELEVATOR INDIA PVT. LTD. 328, 3rd Floor, Indraprasth Tower, No.6, M.G.Road, Indore Madhya Pradesh Tel 0731-4071863 Fax _____ Contact Person Abhishek Kumar Kori Contact Person Tel +91 7869950121

Site Address
DEVI AHILYA VISHWAVIDHYALAYA UNIVERSITY CAMPUS, AUDITORIUM HALL, KHANDWA ROAD INDORE-452001 Madhya Pradesh

Contract Period	Basic Price	Service Tax	VAT	Gross Contract Value
30/03/2014 - 29/03/2017	INR 1,77,574.00	13169	9234	1,99,977.00

This Contract has been prepared in two identical counterparts, one for each Party.
We hereby agree to the General Terms and Conditions as detailed in the Appendix 1.

KONE Care Plus	Signed by the Customer:	Signed by KONE:
	Name (print):	Name (print):
Contract no: KEI / 0002812342 / February 14	Date:	Date:

Signed For Customer
Director

University Cultural Center
Devi Ahilya Vishwa Vidyalaya, Indore

1 (5)
KESV / F009 / A / 10

For Kone Elevator India Pvt. Ltd



7

KONE Care™ Plus Contract

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Signed For Customer
 Director

University Cultural Center
 Devi Ahilya Vishwavidyalaya, Indore

1 (5)
 KESV / F009 / A / 10

For Kone Elevator India Pvt Ltd



KONE Care™ Plus Contract

Contract details

Commencement date	30/03/2014
Contract duration period	three (3) years
Contract renewal	After the initial Contract Duration Period as agreed above.
Payment due	Quarterly in advance
Payment terms	Payment by Cheque
KONE normal working hours	The time between 09:00 to 18:00 from Monday to Saturday, excluding local public holidays
Job Number	40752852
Equipment Number	40209157

Services

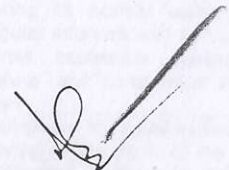
KONE Care™ Plus Contract provides the following services:

Service	Service description
KONE Modular Based Maintenance™	KONE Modular based maintenance™ is KONE's preventive maintenance method. Maintenance activities are done according to equipment specific maintenance plan. Pre-defined maintenance modules include the maintenance actions for each main component of the equipment.
KONE Customer Care Center™	KONE Customer Care Center is a 24/7 helpdesk for reporting technical failures and faults in the elevators or for requests of other assistance on site. KONE Customer Care Center can be easily accessed through one national phone number. KONE Customer Care Center personnel answers to service requests and dispatches KONE technicians to perform the Call-Out and Entrapment Rescue Services. Service requests for non-urgent service repair work is assigned to KONE field operations.
Call-out Service	Call-out Service is designed to solve unexpected equipment failure, equipment stoppage or erratic operation, requiring immediate attention of a KONE Technician.
Service Repair	Service Repair repairs a malfunction or broken or damages component in the equipment. By identifying service repair needs in the equipment condition during the maintenance visits, KONE is able to perform Service Repair visit even before the equipment's operation is disrupted.

Following Appendixes have been enclosed to this Contract

Appendix 1: General Terms and Conditions for maintenance services

In the event of any discrepancies with the provisions of this Contract and its Appendixes, this Contract shall prevail and the order of precedence of the Appendixes shall be as set out above.



Director

Signed For Customer

University Cultural Center
Bhawani Vishwanidyalaya, Indore

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For Kone Elevator India Pvt Ltd

KONE Care™ Plus Contract

KONE Care™

GENERAL TERMS AND CONDITIONS FOR MAINTENANCE SERVICES

1 DEFINITIONS

The following defined words and phrases shall have the following meanings:

Term	Description
"Commencement Date"	The date of commencement of the Contract
"Contract"	The contract entered into between KONE and the CUSTOMER regarding the provision of Maintenance Services
"Contract Duration Period"	The duration period of the Contract as set out in the Contract.
"Equipment"	The elevators listed in the Contract, and related components and parts which are a part of the original supply
"Legislative Requirements"	All applicable regulatory and legislative requirements, laws, statutes, regulations and requirements and/or orders set out by any competent authority.
"Maintenance Services"	All services to be performed by KONE with respect to the Equipment pursuant to the Contract
"Normal Working Hours"	The time as specified under the "Contract Details" section
"Party" or "Parties"	The CUSTOMER and/or KONE
"Price"	Consideration payable to KONE by the CUSTOMER for the performance of the Maintenance Services

2. PROVISION OF MAINTENANCE SERVICES BY KONE

KONE shall perform the Maintenance Services as agreed to in the Contract and in these General Terms and Conditions. In performing the said services, KONE shall take all reasonable steps to maintain the Equipment in proper operating condition. KONE shall use trained and appropriately supervised personnel to perform the Maintenance Services. The Maintenance Services shall be conducted during the Normal Working Hours. KONE during its normal working hours, shall send at regular intervals and as frequently as the Company thinks necessary, having regard to the age, nature and condition of the elevator (but not less than _____ times per annum), a technician to systematically inspect, adjust and lubricate the parts of the elevator to the extent necessary to maintain the elevator in satisfactory

working order. . If not separately agreed, any work conducted outside the Normal Working Hours is not included in the Price and shall be invoiced separately. KONE will supply all lubricants (made as per standards of KONE) necessary for this purpose.

Upon notification by the customer of a breakdown or failure in the elevator, KONE shall send, as soon as may reasonably be possible and during KONE's normal working hours, a technician to carry out necessary repairs in order to restore the elevator to satisfactory working condition.

KONE will carry out according to its standards customary annual safety test to examine all safety devices. KONE will not be required to make any other tests. KONE will neither be required to install new attachments nor to make replacements with parts of a different design to the elevator whether or not recommended or directed by Insurance Companies, or by Governmental or Non-Governmental authorities.

In performing the services described, KONE will replace (identical or equivalent item) or rectify at its option any component of the elevator rendered defective due to normal wear and tear, and arising out of ordinary and reasonable use of the elevator except for such items and conditions which are excluded hereunder as particular and general exclusions. The parts which are replaced shall become KONE's property.

KONE reserves the right to keep the control cubicle locked.

The Equipment under contract will remain out of commissioning while the maintenance process is being carried out. No one will be allowed to use the Equipment during this period.

3. PROVISIONS BY THE CUSTOMER

The CUSTOMER shall promptly inform KONE of any unsatisfactory operation or performance of the Equipment, any accidents or incidents involving the Equipment or any change in the use of the Equipment. The CUSTOMER shall provide a safe and adequate working environment for KONE personnel and reasonable access to carry out the Maintenance Services. The CUSTOMER shall be responsible for all wiring in the building structure and power supply necessary for the functioning of the Equipment. The CUSTOMER shall be responsible for any power supply fluctuations or failures causing damage to the Equipment. The CUSTOMER shall comply with all applicable Legislative Requirements, including occupational safety and health regulations.

The CUSTOMER shall keep sills, machine room and pit clean. The CUSTOMER shall instruct all persons using the elevator to use it all times in accordance with KONE's reasonable instructions. The CUSTOMER shall ensure to prevent misuse or vandalism of the elevator

The CUSTOMER shall ensure that two trained persons in the building will be available for emergency rescue of trapped passengers. The CUSTOMER shall nominate two persons by name and designation for intimating breakdowns to KONE with clear understanding that only such persons will be attended by KONE.

Signature of Customer

University Cultural Center
New India Highway, Indore

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For Kone Elevator India Pvt Ltd



KONE Care™ Plus Contract

The CUSTOMER shall keep the m/c room under lock and key.

The CUSTOMER shall not to allow any other person, either his own or a third party to meddle with, repair or rectify any of the elevator components during the subsistence of this contract with the explicit understanding that any breach of this clause will relieve KONE of all further obligations under this contract.

4. PAYMENT AND ADJUSTMENT OF PRICE

Unless otherwise stipulated in the Contract, the Price is due annually in advance by means of cheque / DD shall be settled against submission of pro-forma invoice OR within 5 days from receipt of the invoice by the CUSTOMER. The Price is exclusive of Service Tax as applicable. The Price may be adjusted annually by KONE in accordance with any increase in the cost of performing the Maintenance Services during any invoicing period. Any such variations will be made according to the price adjustment percentage agreed between the Parties. Further, KONE reserves the right to adjust the Price in the event the main purpose of use of the Equipment materially changes during the Contract Duration Period or in the event new Legislative Requirements enter into force which materially changes the scope of the Maintenance Services or the costs of providing the said services.

The CUSTOMER shall pay in addition to the contract price mentioned here, any tax imposed upon the CUSTOMER, or KONE or KONE's suppliers by any existing or future law, or under any statute court decision, rule or regulations becoming effective after the date of this proposal which is based upon or incident to the use, ownership or possession of the materials or equipment involved in the performance here of or service rendered hereunder.

5. DELAYED PAYMENT BY THE CUSTOMER

If the payment of any amount due under the Contract is delayed, KONE shall be entitled to charge interest on such sum at the rate of eighteen per cent (18%) per annum on amount unpaid as per payment terms after date of invoice. KONE shall also have the right, without prejudice to other remedies, to suspend immediately the provision of the Maintenance Services until the payments due to KONE (with interest) have been paid in full.

6. KONE PARTS AND COMPONENTS

All parts and components fitted by KONE will be original parts or components. If original parts or components are not available, the parts or components fitted will be of equal quality and functionality. KONE's liability to the CUSTOMER for any defects in design, materials or workmanship relating to parts and components shall be limited to the replacement of spare parts or components as defined by this Article 6.

a) Refinishing, repair or replacement of following components are out side the scope of this contract:

1. Elevator car enclosure

- II. Elevator car and landing door panels / gates
- III. Bulbs (including indicator bulbs, fluorescent tubes) and alarm bell/buzzer
- IV. Cabin fans
- V. Incoming Electrical wiring up to main switches in the m/c room
- VI. Main switches in the m/c room
- VII. Dry coils , batteries & LCDs.
- VIII. Any other equipment or accessory not forming part of the initial supply of the elevator equipment although provided as a necessary accessory by or to the customer .This includes Accessories such as EBD / KRD , Intercom , LAS ,BMS,DCS,E-Link & Group Indicators .
- IX. Decorative items including mirror and hand rail

b) It is hereby specifically agreed that KONE would not in any way be liable to replace or repair free of charge, under this contract any damage caused to all or part of the elevator as a consequence of a faulty electrical system, fire , water seepage flooding etc. In such an event all repairs and replacements as may be necessitated would be carried out at the cost and expense of the customer. It is recommended that the customer should take adequate protection from insurance or similar companies to safe guard the equipment for damages that would occur due to such causes. In such an event the cost of repair or replacement should be reimbursed to KONE without any conditions or limitations.

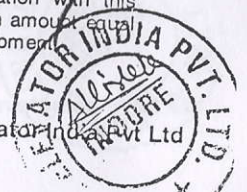
Where materials, component parts or assemblies are no longer available due to obsolescence or if they have been permanently taken out of production by the original supplier, then the supply and use of alternative replacement materials, component parts or assemblies (as the case may be) will be at the cost of the Customer. In the event KONE consider themselves unable to supply any materials or parts for the purpose of this Agreement, then this agreement shall forthwith terminate without prejudice to KONE's accrued rights and without any liability to KONE for such termination.

7. LIMITATION OF LIABILITY

Notwithstanding any other provisions or indemnities in this Contract, in no event shall KONE be liable to the other party for any loss of profit, use, contracts, business, customers, good will, contractual liabilities of others or for any indirect or consequential loss or damage, which may be suffered by the other party in connection with the Contract. KONE's maximum aggregate liability under or in relation with this Contract shall in no event exceed an amount equal to one year's Contract value per equipment.

Signed For Customer
Director

University Cultural Center



KONE Care™ Plus Contract

8. FORCE MAJEURE AND RELEASE FROM RESPONSIBILITY

KONE shall not be liable for any failure to fulfill any of its obligations under the Contract to the extent that such fulfillment is prevented by circumstances beyond KONE's reasonable control, including but not limited to acts of God, epidemic, acts of government, war, civil commotion, terrorism, material shortages, transportation delays, labour unrest, theft, vandalism, misuse of Equipment, failure of incoming power supply, fire, flood, adverse climate conditions or natural disasters.

9. PROPERTY RIGHTS

The proprietary rights to any drawings, technical documentation, software or other intellectual property provided by KONE in the course of and in connection with performance of the Maintenance Services, shall remain solely with KONE. KONE is not expected to assume possession or Management of any part of the equipment and the customer remains exclusively as the owner.

10. TERMINATION OF CONTRACT

The Contract shall remain in force for the Contract Duration Period, unless cancelled in writing by either party ninety (90) days prior to the desired date of termination. Either Party may terminate the Contract, without satisfying the above time requirements, by giving a written notice to the other Party in the event that the other Party goes into liquidation either compulsorily or voluntarily, or a receiver, administrator or administrative receiver is appointed in respect of the whole or any part of its assets, or if the other Party commits a material breach of the Contract and the said breach has not been remedied within thirty (30) days after receipt of written notice setting forth particulars describing the alleged breach. Further, KONE has the right to terminate the Contract in the event the main purpose of use of the Equipment has materially changed during the Contract Duration Period or the Equipment is serviced or repaired by a third party without the prior written approval by KONE during the Contract Duration Period or the ownership of the building where the Equipment is located is changed.

In the event that the Contract is terminated by either Party as set out above, the CUSTOMER's obligations to make payments due under the Contract shall survive the termination and KONE shall be entitled to receive payments from the CUSTOMER for any Maintenance Services performed before the effective date of termination. KONE, in turn, shall return any payments made by the CUSTOMER for Maintenance Services not yet performed, except in the event of termination due to the CUSTOMER's default. In the event the Contract is terminated for any reason whatsoever any

Equipment specific maintenance productivity tools will be removed, unless the Customer wishes to purchase such tools at the prevailing market price.

In all circumstances where the Contract is terminated other than for KONE's breach, insolvency or repudiation, a termination fee shall become payable by the CUSTOMER, without prejudice to any of KONE's other rights. The said termination fee is equal to 30% of the Price payable by the Customer for the remaining term of the Contract but for the termination. The Parties agree that the said termination fee is a reasonable pre-estimate of the loss suffered by KONE as a result of the termination.

11. APPLICABLE LAW

In the event of difference or dispute arising out of, under or in connection with this contract / agreement, over the right of obligation of parties hereto, the dispute or difference shall be referred to the Arbitration of a Sole Arbitrator, to be appointed by KONE. The Contract will be governed by the laws of India and the courts of Chennai shall have sole jurisdiction over any disputes between the Parties relating to the Contract, and the Provisions of the Arbitration & Conciliation Act 1996 shall be applicable to such Arbitration.

12. MISCELLANEOUS

The Contract constitutes the entire agreement between the Parties, and supersedes all prior negotiations, understandings, representations, and agreements between the Parties, if any. The CUSTOMER represents and warrants that in deciding to enter into the Contract, the CUSTOMER has not relied on any information supplied or statements made by KONE except those set forth in the Contract. The Contract may be amended or varied only by a written instrument signed by duly authorized representatives of both Parties. Any purchase order issued by the CUSTOMER in connection with the Maintenance Services shall be deemed to be issued for the CUSTOMER's administrative billing purposes only, and the Parties hereby intend that the terms and conditions of the Contract shall exclusively govern any services to be provided hereunder. None of the conditions of the Contract shall be considered waived by either Party unless such waiver is given in writing by the Party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the conditions of the Contract, unless expressly stipulated in such waiver. This Contract can be freely assigned by KONE to any other KONE within KONE group without the prior consent of the Customer. Notwithstanding any transfer of ownership of the building where the Equipment is located or change of the property manager of the said building, this Contract will continue in full force and effect until the end of the Contract Duration Period.

Signed For Customer

