

ANNUAL MAINTENANCE CONTRACT (AMC) SUBSCRIPTION FORM



Contec Power Systems Limited

CUSTOMER ID No.-

DATE:

HELP DESK NUMBER:- 01-4407333

CUSTOMER DETAILS	AMC DETAILS	
<p>NAME:</p> <p>ADDRESS:</p> <p>EMAIL:</p> <p>PHONE NO(S):</p>	<input type="checkbox"/> STANDARD SERVICE AMC <input type="checkbox"/> PREMIUM SERVICE AMC	
	<input type="checkbox"/> ONLINE UPS <input type="checkbox"/> OFFLINE UPS	<input type="checkbox"/> NEW AMC <input type="checkbox"/> AMC RENEWAL
	<input type="checkbox"/> HIGH CAPACITY INVERTER (i.e. any 5KVA & above Inverter)	
	<input type="checkbox"/> INVERTER/HOME UPS <input type="checkbox"/> TUBULAR BATTERY	

AMC Period: FROM - TO

Sr.No.	Model/Rating	Qty	AMC Rate (Naira)	AMC Amount (Naira)
1				
2				
3				
4				
			Total (Naira)	
			VAT (5%)	
			Grand Total (Naira)	

MODE OF PAYMENT:- CHEQUE BANK DRAFT CASH OTHERS.....

PAYMENT DETAILS:- CHQ/BD NO. DATED :
 AMOUNT. INVOICE NO.

PLEASE NOTE that:
 (i) All AMC fees and charges shall be paid in full and in advance.
 (ii) The AMC will ONLY become operational and effective from the date the company receives 100% payment from the Customer.

Malfunction Reports: <ul style="list-style-type: none"> • E Mail : • Tel No 	No. Of Breakdown Visits: Whenever Required
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I/We agree and accept the rates given above and the Terms & Conditions contained in the AMC Agreement and its Annexure(s). I/We fully understand that the rights and obligations of the parties herein are governed only by the AMC Agreement and Annexure(s) together with the AMC subscription form.

For Contec Power Systems Ltd.

For Customer

Authorized Sign.

Customer's Sign. & Stamp

ANNUAL MAINTENANCE CONTRACT

This Annual Maintenance Contract (AMC) is entered into thisday of.....20.....

BETWEEN

CONTEC POWER SYSTEMS LIMITED, a company incorporated under the Laws of the Federal Republic of Nigeria and having its registered address at **No. 8, Langtang Close, Area 3, Garki, Abuja** and its principal place of business at **106/108, Oshodi-Apapa Expressway, Five Star Bus-stop, Isolo, Lagos** (hereinafter referred to as **"COMPANY"**) which expression shall where the context so admits include its successors-in-title and assigns) of the first part;

AND

..... (hereinafter referred to as **"CUSTOMER"**) which expression shall where the context so admits include personal representatives, successors-in-title and assigns) of the other part;

WHEREAS;

- (1) Company is engaged in the business of proffering power solutions to meet various needs and offers a wide range of products including but not limited to the sale, service and maintenance of Inverters, UPS, Batteries, and so on.
- (2) The customer wishes to engage the services of the Company to service, maintain and/or repair customer's equipment as detailed in the AMC subscription form and as per the terms and conditions contained herein.
- (3) Company agrees to service, maintain and/or repair the customer's equipment(s) as per the terms and conditions contained in this Agreement/Annexure(s) and subject to 100% advance payment of the AMC sum for the services to be rendered by the company.

1. DEFINITION

- (i) **"AMC"**: shall mean Annual Maintenance Contract for the service and maintenance of Inverters, UPS and Tubular Batteries.
- (ii) **"Company"**: Shall mean Contec Power Systems Limited including its authorized personnel, staff and Engineers.
- (iii) **"Customer"**: Shall mean the entity subscribing to the services of the company under this AMC.
- (iv) **"Customer's location"**: shall mean customer's detailed address as supplied by the customer in the AMC subscription form.
- (v) **"Equipment"**: shall mean customer's Inverters, UPS and Tubular batteries only.
- (vi) **"UPS"**: shall mean Uninterrupted Power Supply unit
- (vii) **"Preventive Maintenance"**: shall mean measures regarded by the company as necessary to maintain Customer's equipment in a proper operating condition. Preventive maintenance includes functional checking, necessary adjustments, etc, which shall be carried out on a quarterly basis or at times scheduled in advance during week days or on Saturdays.
- (viii) **"Breakdown Maintenance"**: shall mean the work to be carried out on the customer's equipment in the event of malfunctioning which hampers the equipment's operation. The work to be carried out by authorized Company personnel during the service coverage time will be as per the AMC contract. Breakdown Maintenance includes but not limited to;
 - Fault finding
 - Repair or replacement of defective parts (if required)
 - Checking the functionality of the product.

- (ix) **“Standard Service AMC”**: shall mean preventive/breakdown maintenance and service to be carried out under this AMC at scheduled periods (once every quarter) or as per the customer’s complaints. This shall be carried out on week days (8.30am to 5.30 pm) and Saturdays (10am to 2pm). This service is currently available only within Lagos State.
- (x) **“Premium Service AMC”**: shall mean preventive/breakdown maintenance and service to be carried out under this AMC at scheduled periods and as per the customer’s complaints or urgent requirement. This category of service is available 24 hours daily, 7 days a week, subject to certain terms and conditions. This service is currently available only to some areas within Lagos State (see Annexure 3 for details).
- (xi) **“Week Days”**: shall mean days of the week from Monday to Friday (8.30am to 5.30pm) and Saturdays (10am to 2pm) only, excluding Sundays and public holidays declared by the Federal Government of Nigeria.

2. VALIDITY

This contract is valid for one (1) year fromtoand can be renewed for a further term by both parties on mutually agreed terms and conditions in writing. Either party is entitled to terminate the contract in writing if the other party commits a significant breach of the contract and fails to remedy such breach within 10 days of being notified of the said breach by the non-breaching party. In such an event, the contract fee shall be applied on prorated basis up to the termination date and any balance due or excess paid shall be paid or refunded as the case may be.

3. SCOPE OF AMC

3.1 The company shall perform **Preventive maintenance** and/or **Breakdown maintenance** on the Customer’s equipment as scheduled or as may be required.

3.2 **Spares & Materials**: Genuine spares shall be supplied as per customer’s need and requirement. However, Customer should note that while certain parts will be replaced by the company free of cost, other parts will be replaced at a cost to the Customer (see Annexure 2 for details).

3.3 **Tools/Instruments**

Company shall provide necessary tools and instruments to its Service Engineers for the purpose of servicing/repairing the equipment covered under this agreement. In some cases, the Customer may be required to provide unskilled manpower to assist the Service Engineers i.e in lifting any equipment surrounding or hindering easy access to the actual equipment covered by this AMC, in order to enable a conducive work space for the Engineers.

4. OBLIGATIONS & RIGHTS OF THE PARTIES:

4.1 The customer shall ensure that the equipment to be covered under the AMC is in good working condition before both parties can enter into this agreement.

4.2 The customer covenants to use and operate the equipment only in the way and manner specified and approved by the company.

4.3 The customer shall immediately inform the company of any malfunction that develops on the equipment and shall make the equipment available to Company’s Service Engineer and extend necessary cooperation to the Engineer so that the maintenance work can be promptly and efficiently carried out.

4.4 The customer shall be solely responsible for the cost ensuing therefrom if a malfunction develops in the equipment as a result of accident, fire, lightning, willful damage, negligence, improper operation, faulty electrical power supply, or damage to other equipments (i.e. home appliances, etc) not covered by this AMC or as a consequence of deviations from approved operating conditions. The company shall not in any way be liable for any damage to customer’s assets or any loss encountered by the customer due to the malfunctioning of equipment.

4.5 The customer shall ensure that the original operating conditions of the equipment are not altered without the written approval of the Company. Such conditions shall include but not limited to;

- Shifting of the equipment from its original site to another site.
- Disturbing the equipment by any kind of change/modification to the load connected, etc.

4.5.1 As far as the Customer's premises is concerned, where there are connected equipments or other heavy duty items hindering Company Engineers from easily accessing the equipment covered under this AMC, then the customer shall provide and pay for such arrangements and measures as may be required, to ensure that such hindrances are removed and that the maintenance work on the equipment is carried out without risk to the health, safety or working capacity of Company Engineers. The customer shall make available auxiliary equipment and necessary personnel for lifting and transporting, or to operate any machine or process connected or causing hindrance to such equipment covered by this AMC. Company reserves the right to sub-contract to its authorized service agents the responsibility to service customer's equipments or parts thereof. In such case, Company shall assume full responsibility for quality of service.

4.7 Customer shall NOT allow any person other than authorized company Engineers to check, repair, maintain and/or handle the equipment which is the subject-matter of this AMC. The Customer covenants to adhere strictly to this obligation as any cost incurred as a result of such mishandling shall be borne solely by the customer.

4.8 Customers shall ensure that they make necessary and adequate provisions to ensure hassle-free entry and exit access for authorized Company Engineers, who are scheduled to carry out repairs/maintenance of equipment(s) at the customer's location. The company shall not be held liable or held to be in breach of this AMC where such proper arrangements have not been duly made by the customer.

4.9 The Company shall use its best efforts to ensure that it assigns its competent and trusted Engineers to work at the customer's location. Customers are however advised to ensure that they stay with the Engineer(s) through out the duration of maintenance and/or repair as the company shall NOT be held liable for any missing, lost or other items at the customer's location.

4.10 Where the company has assigned its Engineers to go and carry out repairs and maintenance at the customer's location, the Company shall duly inform the customer (via email/phone or SMS) of the details (name, phone number and means of identification) of the assigned Engineers prior to the scheduled date or prior to their arrival at the customer's location.

4.11 Company Engineer(s) assigned to carry out repairs/maintenance at the customer's location shall carry company identity cards as a valid means of identification.

4.12 Where the customer's equipment to be serviced under the AMC, is found by the Engineer(s) to be defective and cannot be immediately repaired at the customer's location, the Engineers shall provide a temporary replacement/equipment to the customer until the defective one is fixed and returned. This is ONLY applicable to customers under Premium Service AMC.

4.13 The Company shall maintain a register in which the company Engineers will obtain the customer's signature after attending to a routine maintenance or to a customer's complaints (as the case may be) and the same shall be counter-signed by the company's authorized signatory.

5. GROUNDS FOR DISCHARGE FROM LIABILITY:

Company shall be relieved of its liability under this AMC, if it is unable to carry out maintenance, repair the equipment or supply spare parts as a result of force majeure or due to other circumstances which is beyond the control of the Company.

6. PRICE

The price quoted in Annexure 1 to this agreement is the basic price and is subject to review at the sole discretion of the company. Such reviews shall be duly communicated to the customer in advance and in writing. Taxes & duties will be charged extra at applicable rates.

7. PAYMENT

The charges for the AMC are payable 100% in advance and shall be accompanied with a confirmatory report stating that the equipment to be covered by the AMC is in good working condition. Payment shall fall due on the commencement date of the AMC. Company however reserves the right to deny services in case of non-payment of the AMC charges.

8 REVIEW AND TERMINATION

This Agreement constitutes an agreement between the parties hereto. This Agreement may be modified, reviewed, altered, revised, extended or renewed by mutual written consent of both parties, by the issuance of written amendment, dated and signed by both parties. Either party to this Agreement may terminate their participation in this Agreement by providing at least 30 days prior written notice of intent to terminate. Termination by one of the parties to this Agreement does not alter the rights or obligations already passed before such termination.

9 FORCE MAJEURE

Neither of the contractual Parties shall be liable for not fulfilling its obligation under this Agreement as a result of force majeure or due to causes beyond its control, including but not limited to acts of God, war, acts of terrorism, riot, civil disturbance, insurrection, acts of civil or military authorities, fire, floods, accidents, embargoes, any orders of governmental, quasi governmental, or local authorities or any other similar cause beyond its control and without its fault or negligence. The affected party shall within 48 hours of such occurrence communicate to the other party in writing or via e-mail without delay with appropriate documentary evidence of the occurrence of the event and discuss the measures to be taken. After receipt of the information, the Parties shall undertake to re-enable the Agreement's fulfillment by all technical and economically reasonable means. If the Force majeure event should continue beyond 15 (fifteen) days, either of the party shall have the right to terminate this Agreement by written notice.

10 DISPUTE SETTLEMENT & ARBITRATION

10.1. Any difference, question or dispute arising between the parties as to the Interpretation of any clauses of this agreement or pertaining to or connected with or arising out of the duties and obligations of any of the parties hereto shall first be resolved by amicable settlement between the parties. Such dispute or difference which cannot be mutually resolved by amicable discussions shall be referred to a single arbitrator under the provisions of the Arbitration and Conciliation Act Cap. A18, Laws of the Federation of Nigeria, 2004 or any statutory modification or re-enactment of the same for the time being in force. The arbitrator shall be appointed with the mutual agreement of the parties and in the absence of agreement shall be appointed by the the President of the Chartered Institute of Arbitrators (UK), Nigeria Branch.

10.2. The venue of the Arbitration shall be **Lagos, Nigeria** and the decision of the Arbitrator shall be final and binding upon the parties.

10.3. Subject to the provisions of the Arbitration and Conciliation rules or any modification or reenactment for the time being in force, each Party irrevocably and unconditionally agree that Arbitral proceedings shall be conducted in **Lagos, Nigeria** in accordance with the Arbitration and Conciliation Act Cap A18, Laws of the Federation of Nigeria, 2004 (or as amended).

10.4. The arbitration shall be conducted in English language and the cost of Arbitration shall be borne equally by both parties.

11 RENEWAL

The renewal of the Agreement shall be done by mutual agreement in writing duly signed by both parties.

12 MISCELLANEOUS

All provisions of this Agreement are separate and divisible, and if for whatever reason, any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, under any enactment or rule or law, then this Agreement, including all of the remaining terms will remain in full force and effect as if such invalid or unenforceable term had never been included.

12.1 All amendments made shall be in writing, duly signed by both parties and shall operate as part and parcel of this Agreement and are inseparable terms and conditions of this Agreement.

12.2 This agreement is governed by Nigerian law and the applicable language is English Language.

IN WITNESS whereof the parties below have executed this Agreement in the manner below the day and year first above written.

The COMMON SEAL of the within named Company-CONTEC POWER SYSTEMS LIMITED Is hereby affixed in the presence of;

.....
DIRECTOR

.....
DIRECTOR

The COMMON SEAL of the within named Customer (for corporate organizations)-.....
Is hereby affixed in the presence of;

.....
DIRECTOR

.....
DIRECTOR

OR

SIGNED, SEALED AND DELIVERED
By the within named "**Customer**"

.....
(Customer's name)

IN THE PRESENCE OF:

Name:

Designation:

Address:

Signature:

ANNEXURE 1 (PRICING)

1. All Customers should note that a pre-AMC testing will primarily be conducted (including for other brands of equipment which are not company's brand or sold by the company), and the equipment will first be restored to a working condition before both parties enter into an AMC. (see Clause 4.1 of the AMC).
2. The cost of the pre-AMC service and components shall be borne solely by customer.
3. Cost of Pre-AMC Service is - **₦5,000.00 (Five Thousand Naira only)**. This is excluding the cost for Components and taxes as applicable.
4. **Price List:**

12.1 Standard Service AMC

Inverters

S/N	Model	Unit Price (Naira)
1	800 VA	10,000.00
2	1.5 KVA	15,000.00
3	3.5 KVA	30,000.00
4	5 KVA	50,000.00
5	7.5 KVA	75,000.00
6	10 KVA	100,000.00

Tubular Batteries

S/N	Model	Unit Price (Naira) per battery
1	200 AH/12V	5,000.00

12.2 Premium Service AMC

Inverters

S/N	Type	Unit Price (Naira)
1	800 VA	20,000.00
2	1.5 KVA	30,000.00
3	3.5 KVA	60,000.00
4	5 KVA	100,000.00
5	7.5 KVA	125,000.00
6	10 KVA	175,000.00

Tubular Batteries

S/N	Type	Unit Price (Naira) per battery
1	200 AH/12V	10,000.00

13 Terms of Payment:

- 13.1 The AMC amount shall be paid to the company in FULL and in advance.
- 13.2 Mode of payment: EFT, Cheque, Card – Debit / Credit / Cash card
- 13.3 Taxes – Shall be charged extra as applicable
- 13.4 AMC Validity : One year from date of signing the contract along with full payment.

For Contec Power Systems Limited:

For Customer:

.....
Authorised Sign.
Date:

.....
Sign.
Date:

ANNEXURE 2 (SPARES FOR EQUIPMENTS)

(1) Replacement of Spares for Inverters and UPS:

1.1 Standard Service AMC

(a) With respect to the customer's equipment(s) covered under this AMC, all spares shall be replaced by the company at a cost to the customer.

1.2 Premium Service AMC

(a) With respect to the customer's equipment(s) covered under this AMC, all spares (excluding LCD/LED Display and Transformers) shall be replaced by the company free of cost.

(b) Replacement of LCD/LED Displays and Transformers shall be at a cost to the customer.

(c) Tubular Batteries:

2.1 AMC maintenance for tubular batteries shall include topping up the battery's electrolyte once every four (4) months free of cost.

2.2 Any additional topping of the customer's battery outside the aforementioned shall be at a cost to the customer (see applicable charges in Annexure 1).

For Contec Power Systems Limited:

For Customer:

.....
Authorised Sign.
Date:

.....
Sign.
Date:

ANNEXURE 3 (AREAS IN LAGOS TO WHICH PREMIUM SERVICE AMC IS AVAILABLE)

(1) The **Premium Service AMC** is only available to below listed areas in Lagos State namely;

- (i) Lekki/Ajah
- (ii) Ikoyi
- (iii) Victoria Island
- (iv) Lagos Island
- (v) Surulere
- (vi) Apapa
- (vii) Festac
- (viii) Ilupeju
- (ix) Mushin
- (x) Isolo
- (xi) Ikotun
- (xii) Ikeja
- (xiii) Ketu/Ojota
- (xiv) Agege
- (xv) Iyana-Ipaja
- (xvi) Egbeda
- (xvii) Dopemu
- (xviii) Ojokoro
- (xix) Ojodu/Berger

(2) For further clarification on the above-mentioned areas and other areas not herein listed, customers are advised to contact our Customer care via telephone or email as per below details;

- 01-4407333
- service@contecpower.com