

SERVICE AGREEMENT

This Comprehensive Customer Care Contract (hereinafter referred to as "Agreement") is made on (date) between the following parties:

1. Name & Address: Somolina Kitchens Private Limited, Terminal-2, Ahmedabad International Airport Limited Ahmedabad hereinafter referred to as the "Customer", and
2. Name & Address: Minosha India Limited, having its corporate office at Plot No. 25, Okhla Phase - 3, New Delhi - 110020 and having its Branch Office at T.K. Towers, Bazullah Road, T. Nagar, Chennai - 600017 hereinafter referred to as "Minosha" and the Customer agrees that Minosha shall provide service and maintenance of the equipments specified in this Agreement, in accordance with the following service terms & conditions:

1. Machine Model and Accessories:

This Agreement relates to the equipment's listed below, herein after collectively or singly referred to as "Equipment's":

Main Machine: Model J.M.C.2.0.1.0 Serial no. 9133RC60150 Start Meter Reading

Accessories / peripherals:

- a) Model SI No.....
- b) Model SI No.....
- c) Model SI No.....
- d) Model SI No.....

2. Duration of Agreement: Start Date End Date

The Agreement is entered into for a period of 5 (five) years from the date of installation of the Equipments, or prints, whichever is earlier. The Agreement can be terminated by either parties any time during its tenure by giving 60 days prior notice in writing.

3. Description of Services:

Minosha shall provide the following services against the Maintenance Charges detailed in Clause 4 of this Service Agreement:

- a) Provide all reprographic supplies, i.e. Consumables and spare parts for the Equipments, except power, paper, staples and any other output print material.
- b) Repair and service the Equipments at the Customer's request within reasonable time of receipt of communication from the Customer, during the normal working hours of Minosha. Any material removed from the Equipment's including empty Toner bottle/Cartridge shall become the property of Minosha, who is entitled to take them away from the customer's premises.
- c) Provide training for operating the Equipments to two persons nominated by the Customer.

4. Maintenance Charges:

a) The Maintenance Charges agreed between the parties, payable by the Customer to Minosha are as follows:

- i) For Print size of A4 Mono @ 0.34 per impression up to Impression.
- ii) For Print size of A4 Mono @ per impression more than Impressions.
- iii) For Print size of A4 Mono @ per impression for all impression over.....
- iv) For Print size of A4 Colour @ 2.75 per impression up to Impression.
- v) For Print size of A4 Colour @ per impression more than up to..... Impressions.
- vi) For Print size of A4 Colour @ per impression for all impression over.....
- vii) For Print size of A4 Colour @ per impression at coverage ratio 0 to 30%
- viii) For Print size of A4 Colour @ per impression at coverage ratio 31% to 40%
- ix) For Print size of A4 Colour @ per impression at coverage ratio 41% to 50%
- x) For Print size of A4 Colour @ per impression at coverage ratio > 50%

b) Monthly Scan Charges Rs.....

c) @Remote Charges Rs.....

d) Minimum monthly charge of Rs....., this includes free impressions.

e) The charges stated in this Agreement are exclusive of Goods and Service Tax (GST) and any other Government levies, which are payable by the customer extra, at actual.

f) Address for Invoicing:

g) The aforesaid Maintenance Charges payable by the customer are subject to escalation @ Mono _____ & Color _____ every year, over the prevailing Charges

h) Minosha reserves the right to revise the Maintenance Charges payable by the customer anytime during the tenure of the Agreement, by giving 30 days prior notice to the customer, in writing.

i) This clause does not apply to any revisions due to variations in levies or taxes of Central, State, Local Government, which are recoverable from the customer separately.

5. Install Location:

Installation Address: Terminal 2, Ahmedabad International Airport, Ahmedabad

The Customer shall not relocate the Equipments, as this Agreement is only in respect of the present Equipments site, unless mutually agreed in writing, prior to relocating. This Agreement shall not cover charges for relocating.

6. Invoicing and Payment:

- a) The quantity of prints indicated by the meter installed in the Equipments or its software shall be conclusive proof of the number of prints generated by the Customer in any month/months. The number of prints shall be the total print quantity, by copier, fax or printer.
- b) In the event the meter reading cannot be taken, Minosha reserves the right to estimate the meter reading for invoicing purposes and correction made in the next invoice based on actual meter reading.

MINOSHA

- c) Meter Reading shall be collected manually or by way of E mail or through @Remote. Further, the Customer shall not have any objection on towards mode of collecting the meter reading by Minosha. We (Minosha) reserve its right to check Meter Reading information by any of the stated modes as mentioned in this clause.
- d) The maintenance charges are payable monthly in arrears.
- e) The Customer shall not be entitled to any discount, deferment or settlement with regard to the payment commitment that arises under this Agreement.
- f) All payments under this Agreement shall be paid by the Customer within 7 days of invoice date. Minosha reserves the right to stop services and supplies, should the payment be delayed.
- g) In the event of delays in payment by the respective due date(s), the Customer shall legally be in default and shall be liable to pay on the defaulted amounts, interest @ 2% per month or part thereof from the due date till the date of actual payment(s) as late payment charges.

7. Customer's Responsibilities:

- a) The Customer shall allow Minosha's representative anytime during the normal working hours to access the Equipments to take meter reading.
- b) The Customer shall be accountable to Minosha for all reprographic supplies left with the Customer, who shall ensure that such supplies are used only for the Equipments covered under this Agreement. Minosha reserves the right to charge the Customer for any supplies which is unaccounted for, to Minosha's satisfaction, at prevailing prices.
- c) The Customer shall ensure that installation area has electrical outlets and steady power supply with exclusive dedicated power plug point and access ways etc. for installation, passage and electrical connection of the Equipments at its premises. These should be in accordance with Minosha's installation site requirements as indicated to the Customer and further ensure that the Equipments is so maintained during the currency of this Agreement. The Customer is deemed to be in compliance with government-imposed safety requirements.
- d) The Customer shall pay for any repairs, adjustments or replacements caused by the Customer's use of unapproved supplies or spare parts, or by the customer's negligence, willful acts or defaults. Further the Customer shall ensure that the Equipments is retained in its original configuration and form. In the event of any alteration of the Equipments or any attachment made there to, the Customer shall pay for repair, replacements and adjustments required for restoring the Equipments to its original state.
- e) The Customer shall appoint and maintain at all times, two key operators who shall be instructed free of charge by Minosha on the use of and routine care of the Equipments. The Customer shall ensure that all key operators carry out their duties properly and operate the Equipments in accordance with the Operating Manual provided to them. Minosha reserves the right to charge at the prevailing rates for any service calls necessitated by reason of the Customer's failure to comply with his obligations
- f) The Customer shall use the machine for copy/print on Plain Paper of standard GSM (75). Any other GSM paper if permissible as per machine specification can be used up to 20% of total volume.

8. Termination of the Agreement:

- a) Minosha is empowered to dissolve the Agreement with immediate effect, if (i) the Customer fails to comply with any provision of the Agreement, (ii) the Customer is declared bankrupt (iii) the Customer transfers the ownership and / or use of the Equipments to third parties, and / or (iv) the Equipments is at risk with the Customer, through whatever cause.
- b) If the Customer is in breach of any or all the terms of this Agreement including his obligation to pay charges promptly and such breach remains unremedied for over 15 days following or in the event of any change in the financial, legal or creditworthiness of the Customer, Minosha may, during the currency of this Agreement, terminate the Agreement and suspend service and support to the Customer notwithstanding anything to the contrary contained herein, without being liable in any manner to the Customer of the same.
- c) In the event of termination of this Agreement due to any reason whatsoever as mentioned in this Agreement, the Customer shall be obliged to settle its outstanding (if any) within 7 days of such termination having come into effect, failing which it shall be liable to pay penal interest @ 2% per month, on such outstanding amounts.
- d) Interim termination does not affect Minosha's right to demand costs, damage & interests from the customer and to dissolve the Agreement in law.
- e) The decision not to enforce strict compliance with any provision on the Customer does not create any rights for the customer respect of Minosha.

9. Limitation of Liabilities:

- a) Minosha shall make every effort to perform its activities under the provisions of the Agreement such that the Equipments is kept in a ready-to-use state. Minosha is not liable, however, for any damage howsoever suffered by the customer in particular as a result of the Equipments ceasing to work, faults or working poorly or any part thereof, or as a result of delay in carrying out repairs or performing maintenance work or replacing parts, unless the damage is attributable to Minosha's intention or culpable negligence.
- b) Minosha shall not be liable in any manner whatsoever to the Customer in the event of Minosha being prevented or delayed in performance of any of its obligation under the Agreement due to conditions constituting force majeure which shall include but not be limited to strikes, lock-outs, concerted action by workmen, breakdown of communication, etc
- c) Minosha shall not be liable in any manner whatsoever to indemnify the Customer for any loss or injury, or liquidated damages of any kind whatsoever, howsoever caused, by or in connection with the Equipments, use of the Equipments, or its state of repair.

10. General terms:

- a) Minosha is entitled to transfer the rights and commitments arising under the Agreement to a third party.
- b) All costs incurred by Minosha in effecting and safeguarding its rights, both extra-judicially and of a legal nature, shall be for the Customer's account.
- c) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof shall be subject to the jurisdiction of courts of New Delhi.

In witness hereof the parties hereto have caused this Agreement to be executed through their authorised representatives on the day and the year first written.

For Minosha:

Name:

Designation:

For the Customer:

Name:

Designation:

Vijay Vaghela
IT Executive


16/11/2022