

# Platinum Maintenance Contract



Ref. No: **SMG3394** Cont.Type : **PSM** Date: **10-MAY-2024**  
Lift No./s: **L-C8477**

Name & Address of Client: TRAVEL FOOD SERVICES CHENNAI PVT LTD  
NEAR S2 AIRPORT POLICE STATION,  
CHENNAI INTERNATIONAL TERMINAL  
CHENNAI AIRPORT, CHENNAI.  
600057

Installation Address: NEAR S2 AIRPORT POLICE STATION,  
CHENNAI INTERNATIONAL TERMINAL  
CHENNAI AIRPORT, CHENNAI. 600057

Contract Amount (Basic) 115200/- Per Lift  
SGST 9% + CGST 9% 20736/-

Total Contract Amount **135936/- Per Lift**

Period of Contract: From 01/11/2023 To 31/10/2024

CUSTOMER	JOHNSON LIFTS PRIVATE LIMITED
Name : _____	Service Sales Exe Name : _____
Contact Number : _____	Contact Number : _____
Email ID : _____	Signature : _____ Date : _____
Signature (Authorised Signatory): _____	Approved By : _____
Designation With Seal: _____	Signature (Authorised Signatory): _____
	Name & Designation: _____

**"NO CASH TRANSACTION ALLOWED"**

Payment Should be made only by Cheques / Drafts in favour of Johnson Lifts Private Limited or Electronic Fund Transfer. CONTRACT IS DEEMED TO HAVE BEEN ENTERED ON SIGNING THE CONTRACT AND PAYMENT RECEIVED.

Bank Details : KOTAK MAHINDRA BANK LTD., ANNA NAGAR BRANCH IFSC : KKBK0008488 A/C NO : 425011008336

Note : Any taxes, duties, levies imposed by the Central / State Government during the contractual period shall be claimed extra and shall be payable by you on demand.

Our PAN No: AAACJ0838Q CIN NO : U27209TN1981PTC008718 Our GST No. 33AAACJ0838Q1ZD

Branch Office : JOHNSON LIFTS PRIVATE LIMITED  
PLOT NO.R7/2 & 3, NORTH MAIN ROAD ANNA NAGAR WESTERN EXTN. CHENNAI-600101 Phone No:91-44-26152003,  
26152004, 26152005, 26152006

Please refer Overleaf for Terms & Conditions

*When it comes to lift maintenance always think:*

**SAFETY BEFORE SAVINGS**



# PLATINUM MAINTENANCE CONTRACT (LIFT)

## Section 1

Johnson Lifts shall :

1. Service the lift/s at regular intervals and as frequently as the company deems necessary based on the age, nature, type, location and condition of the elevator and we will take all reasonable care and maintain the lift equipment in safe and proper working condition.
2. Carry out the service work whenever possible on a day convenient to the customer other than Sundays & Holidays and during regular working hours. Additional costs incurred in carrying out work outside the said timing will be charged as extra for the overtime premium hours.
3. Assume no responsibility for refinishing, repairing the following non-proprietary items of the lift equipment and we have not included for the same in this contract: Car enclosures, car flooring, hoist way enclosure, hoist way and car door, door and gate handles, door beading, door glasses, door frames, sills, push box covers in landings and car electric incoming mains, main switch, EPABX Telephone intercom, all kind of TFT/LED/LCD displays, access control system, fan and light fittings, mirror, alarm bell and buzzer, emergency light, alarm device & batteries.
4. Be entitled to depute its authorized service personnel to attend all call backs during normal working hours, free of charges.
5. Repair/overhaul the lift parts when in our judgment, the conditions warrant and the old parts will be removed and this will become our property.
6. Not depute its service personnel for any other work which does not come under the purview of the contract. If it becomes necessary or whether required by statutory body or otherwise, the company shall charge you extra and it shall be payable in advance.
7. Replenish the Gear and Motor bearing with necessary Johnson lubricants whenever necessary and all parts of the lift will be checked, cleaned and lubricated to keep them, both mechanically and electrically in perfect working condition.
8. Carry out customary annual safety test to examine all safety devices according to the prescribed standard. The company will not be required to make any other tests. The company will not be required to install new attachments or to make replacements with parts of a different design to the elevator whether or not recommended or directed by Insurance Companies or by Government or Non-governmental authorities.
9. Not be liable for repairing or replacing any lift parts in the following circumstances:
  - (a) Which in our opinion is damaged or broken due to accident or negligence or misuse or willfully damaged by the users or third party or due to reasons over which the company has no control.
  - (b) If the damage caused to the equipment due to failure to observe the operating instructions.
  - (c) If the defect occurred due to use of non-recommended spares supplied by third parties.
10. Replace any components or parts of the lift, if it becomes necessary, on account of the reasons quoted under clause No.9, and such work will be carried out after obtaining your consent, the cost of which will be to your account, in addition to the contract charges.
11. Be entitled to charge interest on delayed payment of service and maintenance charges under this Agreement at the rate of 18% per annum after the due date till realization. The Company shall also have the right without prejudice to other remedies to suspend the service and maintenance until such payments are paid in full with interest.
12. By notice in writing to the customer forthwith terminate this contract and / or not be liable for any loss and / or not obliged to make replacements and repairs free of charge, in any of the following circumstances:
  - (a) If the customer fails to pay the company the amount as and when due under this contract.
  - (b) Where the company is prevented for a continuous period of 3 months from performing its duties for any reason and for any circumstances beyond its control.
  - (c) Where without the company's prior written consent, any work within the scope of this contract is carried out by anyone other than the company's authorized service personnel or Agents.
  - (d) Where, after written notice to the customer about important work or compulsory replacement to be carried out, which are not within the scope of this contract, the customer refuses or fails to carry out the said work / replacements within a reasonable time.
  - (e) Where misuse of equipment not prevented by the customer.
  - (f) Where materials, components, parts or assemblies are no longer available due to obsolescence or if they are permanently taken out of production by the original supplier, when the supply and use of alternative replacement materials, components, parts or assemblies (as the case may be) shall be at the cost of the customer. In the event, the company considers themselves unable to supply any materials or parts for the purpose of this agreement, this agreement shall forthwith terminate without prejudice to the company's accrued rights and without any liability to the company for such termination.
  - (g) Where damage or delay is caused due to strikes, lockouts, civil commotion, war, theft, floods, riots, explosion or act of God or cause beyond our control.
  - (h) Where damage is caused to all or part of the elevator as a consequence of a faulty electrical system, Voltage fluctuations/surge due to internal wiring, short circuits, lightning, thunder, fire, water seepage, flooding etc. it is recommended that the client takes adequate protection from insurance or similar companies to cover the equipment for damages that can occur due to such cases. In such an event, the cost of repair or replacement shall be reimbursed to us without any conditions or limitations.
  - (i) Where the legal and beneficial ownership of the building is changed.
  - (j) If, in Company's opinion, the equipment is subjected to unreasonable use.
  - (k) If the customer is declared as insolvent or a petition for winding up either voluntarily or otherwise is pending before any Tribunal, Court or competent authority.

## Section 2

The Customer shall:

1. Keep the machine room under lock and key to prevent pilferage and theft.

2. Keep the sills, machine room and pit clean.
3. Notify the company immediately of any malfunction whatsoever of the elevator and shall shut down the lift and display the shutdown status conspicuously until the arrival of the authorized representatives of the Company and completion of repairs.
4. Prevent misuse or vandalism of the elevator.
5. Ensure that two trained persons in the building are available for emergency rescue of trapped passengers.
6. Not allow any other persons, either his own or a third party to tamper with elevator or rectify any of the elevator components during the subsistence of this contract with the explicit understanding that any breach of this clause shall relieve the company of all further obligations under this contract.
7. Not be entitled to assign this contract or any benefit or interest herein to any other person or external agency, without the prior written consent of the company and at such costs as determined, agreed and executed.
8. Keep the machine room with adequate lighting, cooling, moisture control and ventilation as may be required by the Company for an effective operation of lift.
9. Provide the Company unrestricted ready access to all areas of the building in which the lifts are located.
10. Instruct all users of the lift to operate it in accordance with the Company's instructions at all times.
11. Ensure quality & recommended voltage as per the standard with proper earthing of the lift main. The Company will not guarantee the supply of electricity and no compensation shall be entitled for any damages occurred for due to failure, short circuit, electricity fluctuations etc.
12. Allow the Company's employees free and unhindered access to the Lifts, lobbies and machine rooms.

## Section 3

General Terms :

1. If it becomes necessary to replace any components or parts of the lift on account of the reasons quoted under Clause No.9 (Section 1), such work shall be carried out after obtaining your consent and cost of the same will be to your account.
2. The company is not expected to assume liability for injury (other than to its employees) or damage to property resulting from or caused by the elevator during its operation.
3. In case of a reported breakdown being attended by the company which is found to be due to extraneous causes such as failure of power supply, improper closing of doors, unauthorized interference by strangers over which the company has no control, a service charges of Rs. 600/- shall be levied. The Customer will also promptly report details of unsatisfactory operation or irregular performance of the lift to the Company immediately upon notice of the same.
4. All the disputes and differences and claims if any arising out this contract shall be referred to an Arbitrator appointed by the company, and the same shall be governed the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be in English language. The arbitral award shall be final and binding on the Parties. For this purpose, the courts in Chennai alone shall have exclusive jurisdiction to entertain application if any arising out of the agreement.
5. During the period of servicing, the lift shall not be available for your use but the lift operator should be present till the servicing work is completed.
6. The service contract shall be for a minimum period of one year. However, the parties can opt to terminate this contract by providing two months written notice in advance to the other party.
7. In case of termination / cancellation of Contract, refund of payment if already received, will be made after deducting the charges proportionately towards services already rendered. Further, upon termination, all contractual and legal liabilities with regard to the service and maintenance of lift shall cease to exist with immediate effect and the Company will not be responsible for any incident on the lift from the date of termination.
8. The quotation is valid for a period of 30 days from the date of offer and thereafter Subject to our confirmation.
9. Upon notification by the customer of a breakdown or failure in the elevator, the company shall send as soon as may reasonably be possible during the company's normal working hours, a technician to carry out necessary repairs in order to restore the elevator to satisfactory working condition.
10. On termination of this contract, the company's obligations under this contract shall cease in its entirety.
11. This contract, all amendments hereto and any issues or controversies arising here from or related hereto, shall be governed by and construed exclusively in accordance with the laws of India.
12. Notwithstanding any other provisions in this contract, in no event shall the Company be liable for any indirect or consequential loss or damage which may be suffered by the Customer or any other party in connection with the contract.
13. All intellectual property rights in the elevator including the software remain the property of Johnson Lifts at all times.
14. The call backs registered with the Company only will be attended to by our authorized service mechanics and these alone will be treated as call backs of the lift.
15. The payments under this contract shall always be done in Demand draft, Cheque or RTGS.

**Cash payment will not be accepted at any cost.**

**Note: Any taxes, duties, levies imposed by the Central / State Government during the contractual period shall be claimed extra and shall be payable by you on demand.**

As a token of your acceptance please sign and return to us the original and duplicate copies of the contracts together with the payment. We shall sign and return the original contract form for your records.