

## **Terms & Conditions:**

**Acceptance:** By purchasing Dr. Cool Air Services (AMC) Basic Plan, the client accepts the service provider rate, payment terms, payment method, and the terms and conditions below of this agreement (AMC).

This AMC ("**Agreement**") is by and between:

**I: Dr. Cool Air**, with a mailing address of Muhammadiya Trade Centre, Arya Samaj Mandir Road, Buxipur, Gorakhpur (U.P.) - 273001. Hereby referred to herein as a "**Service Provider**"

**II: Customer who purchases our AMC, hereby** referred to herein as a "**Client**".

**Service Provider** and **Client** are individually referred to herein as the "**Party**", and collectively referred to herein as the "**Parties**."

Purchase date of AMC referred herein as "**Effective Date**".

**Air Conditioner & Washing Machine** are collectively referred to herein as the "**Equipment**"

**III: Payment Amount.** The Client agrees to pay the Service Provider the compensation including GST for the service performed under this Agreement. Service provider has the right to change the rates without prior notice to the client, incase if Govt. changes the GST rates or levies any additional taxes, the same will be passed to the client. Hereinafter known as the "Payment Amount".

**IV: Payment Terms.** The Client shall pay 100% in advance of the Payment Amount immediately after signing this Agreement or as agreed by both the parties. Hereinafter known as the "Payment Terms". The Payment Amount and Payment Terms collectively shall be referred to as "Compensation".

**V: Payment Method.** The Client shall pay either by Cash, OR Cheque, and OR Online Transfer.

**VI: Scope of Work:** The Annual Maintenance Contract (AMC) Basic Plan Agreement provides service coverage of Client's equipment that needs frequent service for one year. We shall provide one wet and two dry services in a year. Our service engineer will decide which service (wet or dry) shall be performed at the time of service depending upon the equipment conditions.

**VII: Renewal:** This agreement cancels and supersedes all prior agreements between the two parties for service. The agreement will remain in force for one (1) year from the "effective date". After completion of this AMC, a new agreement can be renewed afterwards with the mutual consent between the "parties". This agreement can be terminated by either party in writing or email, not more than 15 days from the "effective date".

**VIII: Payment:** The customer will pay the full compensation amount including GST as mentioned on the invoice, within 7 days of receipt of invoice, or as otherwise claimed as per the invoice. The service provider will notify the client in writing, email, or verbally of any change in service charges. The service provider may levy an interest @2% per month for late payment of compensation. If compensation not paid within three months from the date of invoicing, the said agreement will be deemed terminated and Service provider holds the right to take any legal action involved. Failure on the part of the client to make payment when due shall relieve the service provider of the entire obligation of providing service under this agreement.

**IX: Cancellation:** Either party may cancel this agreement by providing 15 days written or email notice. The agreement is transferable to a new homeowner on the mutual consent of parties, if service is established with the client. After 7 days from the invoice date, there shall be no refund of compensation.

**X: Conditions of Coverage:** We cover all brands and all types of AC (Inverter, Split, Window, Cassette, and Tower AC) & Washing Machine (Semi-Automatic, Top Loader & Front Loader). We only consider equipment which is purchased in India and covers at least one year manufacturer's warranty. Equipment more than 10 years old will not be covered under this agreement. Once the number of services consumed as per the agreement, any additional service requested by the client will be billed at the service provider's prevailing rate. It is to be assumed that all equipment covered under this agreement is in proper working condition as per the manufacturer's guidelines or the age of the equipment shall relieve the service provider of its obligation to repair the equipment. Upon initial visit by the service engineer, the equipment will be inspected for compliance with service provider criteria. Items determined necessary to bring up to these criteria will be the responsibility and expense of the client and agreement will not be applicable until criteria are met. The service provider reserves the right to postpone services for unsafe or unhealthy conditions.

In the event that the equipment and spare parts under this agreement are not repairable economically, the service provider will provide the quotation of the parts to replace them and no service work will be performed until the replacement of parts takes place. The client is to keep equipment accessible and free from any obstructions that deter proper servicing of equipment. The area around equipment, including crawl space, must be accessible. Obligation to furnish replaceable parts is subject to the availability of parts from normal sources of supply. If equipment can't be repaired on-site, then the client has to pay for the extra transportation charges from their site to our service centre and from the service centre to the client's site once it is repaired. If any parts and items of the covered equipment is unavailable in the market or become obsolete, then the contract coverage on these parts and items is voided

**XI: Exclusions:** Agreement does not cover any labour, spare parts or items failure due to a result of the following; Nuisance or unwanted calls and will be paid by the client at service provider prevailing rates. Examples of such are disconnects or emergency switches turned off, thermostats are in off position or set too low, tripping of circuit breakers, remote not working, clogging of air filters, and blown fuses due to voltage surge or fluctuation, etc. The service provider will not be held responsible for any changes, deletions, or additions to existing equipment, spare parts, or items that may be changed or dictated by the local govt. authorities, policies, codes, or any third party, and insurance companies unless authorized and paid for by the client. This agreement does not cover loss or damage resulting from insects, rodents, fire, water, windstorm, hail, lightning, earthquake, theft, riot, curfew misuse or abuse, lockdown by the Government, Act of God, or any other circumstance beyond the Company's control. This agreement does not cover high voltage electrical work, AC remote, voltage stabilizers and scanner, blown fuses, disconnects circuit breakers, plumbing or piping, or other equipment beyond that listed herein. Equipment exposed to any environmental factors that have a negative impact on the operation and life of your equipment. This also includes non-working parts of equipment, including, unit cabinet, trim, pipes, supports, insulation, accessories, cosmetic damage, etc. Additional items, accessories, and items used in combination with the operations of the system, such as electronic thermostats, humidifiers, air cleaners, etc. are not covered under this agreement. Design criteria, air balancing, improper sizing, or design deficiencies beyond the failure of equipment covered herein would be subject to an additional charge. Liability for damage or injury to property or persons or any major damage resulting due to defects or non-operation of equipment, items, accessories, spare parts, clogged condensate drain lines, or drain pans, including variable speed replacement parts, etc. are not covered by this agreement. Damage to the equipment or any parts due to Transportation / Shifting is not covered under this contract

**XII: Default by Client:** The service provider reserves the right to terminate the agreement without notice or refund if any of the following actions: Client permits any person other than an employee or authorized representative of the service provider to perform service on client's equipment's. Client fails to keep account current in accordance with existing compensation policy of service provider. In such a case, the service provider reserves the right to withhold service.

**XIII: Preventive Maintenance Inspection (PMI):** Under this agreement, PMI services will be provided. It is the client's responsibility to contact the service provider's office to schedule an inspection. In the event of the unavailability of the client to schedule work for PMI, the service provider will not be held responsible for delayed work.

**XIV: Service Hours:** Normal service covered by this agreement including PMI, will be performed during our regular working hours, Monday to Sunday, 8:00 am to 8:00 pm in summer season and 10:00 am to 6:00 pm in winter season. Service work will not be provided on local and government holidays. Emergency service will be provided and billed at the service provider's standard prevailing rates. Emergency services include where the damage to property may occur due to water leakage or no cooling complaints.

**XV: Marketing Authorization:** Client hereby grants and authorized Dr. Cool Air the right to the service marks and name, mobile, email of the client to be used in its marketing and promotion materials or other electronic, oral, or website, or written promotions, which shall include using the client's name and logo (or other identifying information) as a client of Dr. Cool Air.

**XVI: Arbitration:** In case of any differences and disputes have arisen between the parties regarding this agreement, first, the parties try to mutually settle the matter. In the event of failure to settle the differences and disputes mutually, then the dispute settlement place and jurisdiction will only be Gorakhpur Court. The disputes will be resolved accordance with and subject to the provisions of the Indian Arbitration and Conciliation Act 1996 and its subsequent amendments. Further, this agreement is subject only to the laws of India.

**XVII: Travel Expenses:** Service provider service area is limited to Gorakhpur City only. If client is located outside of Gorakhpur city limits then the travel undertaken by the service provider towards the fulfillment of obligations under this agreement, to be paid by the client @₹ 2.00/ KM.

**XVIII: Limitation of Liability:** The limitation of liability on any default of the service provider will not be more than the payment amount value of this agreement.