

Commercial Contract

Solar Energy Equipment Maintenance Agreement



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

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Legal Services, SMEDA-PUNJAB

The Legal Services (LS) is a part of Punjab Office of the Small Medium Enterprises Development Authority (SMEDA) and plays an important role in providing an overall facilitation and support to the small and medium businesses for information dissemination among the SMEs on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays an important role in their sustainable development.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as of the shelf commercial contract templates will provide the users with ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions. However, SMEDA, accepts no responsibility and expressively disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

Equipment Maintenance Agreement

This Agreement is executed at (Place) ----- on this (Day) -----
----- of (Month) ----- (Year) -----.

Between

1. ABC Company, deals in Solar Solutions, Alternate Energy through APC UPS, Surge Control extensions and Power Banks etc., and maintenance rendering services of the same goods (hereinafter called Seller).

And

2. XYZ, is a customer using Solar Solutions, Alternate Energy through APC UPS, Surge Control extensions and Power Banks of ABC Company (hereinafter called Buyer/Consumer).

And

WHEREAS, the Buyer/Consumer desires to purchase Solar Solutions, Alternate Energy through APC UPS, Surge Control extensions and Power Banks along with Maintenance Services from ABC Company (The Seller).

NOW THEREFORE, Parties involved in this sale desirous of entering in the equipment maintenance agreement in consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

1. Validity Period of Equipment Maintenance Agreement: -

The validity Period of Equipment Maintenance Agreement is _____ years starting from Date _____ to Date _____.

2. Purpose of the Agreement: -

This agreement covers the service/maintenance (periodical checking, cleaning, adjustment etc.) work to be rendered by the buyer and to get discounts and quality services for the maintenance of equipment purchased by the Buyer/Consumer.

3. Description of Services: -

- Free of Cost Complaint Resolution within 24 hours and for Outstation within 48 hours.
- Free of Cost Periodic Preventive Maintenance.
- Supplier's / Manufacturer's trained Engineers/ Technical Staff for the maintenance of the equipment
- Backup Equipment will be provided for a limited period of time if equipment is referred to workshop for repair subject to availability. Backup equipment would facilitate the ongoing processes of buyer whereas, buyer cannot demand exact or any specific model for backup. This facility is not valid for Outstation cases. Any mis-commitment / negligence from service provider will entitle buyer to get backup equipment.
- If referred to workshop the equipment Pick-up and Delivery transportation charges will be borne by the "SERVICE PROVIDER"/ seller.
- Online assistance will be provided to the Customer during the working hours.
- In OUT-STATION, Company will not accommodate for BACK UP EQUIPMENT
- If "PARTS OF EQUIPMENT" Require any Replacement, that cost shall not be considered as a part of this Contract. Estimates would be sent back to buyer for approval and execution would remain subject to approval of buyer.
- The "BUYER/CONSUMER" shall have to bear the cost of any service rendered after expiry date of warranty period, unless a new Maintenance agreement is signed off.
- The Buyer/Consumer shall provide the service provider with such access to the Equipment as is reasonably necessary for the service provider to comply with the terms of this agreement.
- If there is any existing wiring issue on "BUYER's/CONSUMER's" Premises, that shall not be considered part of this Contract. In case buyer insists on fixing such issue(s), Technician of the seller shall facilitate however Customer will have to pay extra CHARGES in CASH.
- Periodic Preventive Maintenance services shall be rendered on Quarterly basis or at mutually agreed intervals and if any Customer Demands for Monthly or additional Preventive Maintenance visits then charges of contract will increase and buyer/customer will have to pay extra charges for additional preventive maintenance visits.

- The "SERVICE PROVIDER" shall bear all Traveling and Daily Allowance (TADA) of its technical staff for the Periodic maintenance services except outstations.
- Failure shall be reported within 24 (Twenty-four) hours of execution time.

3.1 Upon expiry of the period of agreement ----- months/years, parties shall consult with a view to agreeing to the provision of such services for a further period.

4. Consideration: -

The amount specified in this agreement shall be paid by the "BUYER/CONSUMER" within a period of one week, following the Agreement Award/ Sign Off date. Agreement shall be deemed as canceled if payment is not made with-in specified period. Furthermore, for such delayed cases where "BUYER/CONSUMER" is interested in contract and delay is on his part, extra Charges will be imposed on Daily Basis.

Annual repair / maintenance fees, are stated below:

S.	Equipment	Model	Equipment Serial No	Maintenance Fee
1	PPC	DP-8487	DJU13482	Rs.-----

- Amount without Tax: Rs. -----
- Tax Amount Rs: -----
- Net Payable Amount: RS. -----

5. Force Majeure: -

The "SERVICE PROVIDER" shall not be held responsible for not being able to render the services due to Reasons beyond its control e.g. earthquake, war, flood, natural calamities etc.

6. Non-Transferability: -

This agreement cannot be sold or transferred to the third party, in such case agreement will be cancelled/considered void.

7. Notices: -

All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, courier service or personal delivery return, receipt requested on the following details:

BUYER/CONSUMER

- COMPANY NAME: _____
- CONCERNED PERSON: _____
- POSTAL ADDRESS: _____
- Tel/ Cell No: _____

SELLER

- COMPANY NAME: _____
- CONCERNED PERSON: _____
- POSTAL ADDRESS: _____
- Tel/ Cell No: _____

8. Amendment and Waiver: -

No amendment, supplement or modification of or to any provision of this Agreement or any of the other agreements referred to herein, or any waiver of any such provision or consent to any departure by any party from the terms of any such provision shall be effective unless agreed in writing.

9. Governing Law(s)/Jurisdiction: -

This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws for time being enforced in (Country Name).

10. Expenses: -

Each party shall pay its own costs and disbursements of and incidental to this Agreement and the transactions contemplated hereunder.

10. Taxation: -

Every partner shall be responsible for his/her any applicable taxes in relation to this agreement.

11. Arbitration:-

In case of dispute the matter shall be decided mutually or through arbitration.

12. Effective Date

This deed of agreement shall be effective from the date -----day----month----year.

IN WITNESSES WHERE OF THE PARTIES HAVE SET THEIR HANDS ON THIS -----DAY -----MONTH, ----- YEAR AT -----PLACE

**For and on behalf of the
ABC Company (Seller)**

**For and on behalf of the
Buyer/Consumer**

Signature: _____

Signature: _____

Name: _____

Name: _____

CNIC / Passport # _____

CNIC / Passport # _____

WITNESS # 1

WITNESS # 2

Signature: _____

Signature: _____

Name: _____

Name: _____

CNIC / Passport # _____

CNIC / Passport # _____