



Advanced Water Treatment

No.3, C.M.M Street, "EL HEIGHTS" Ground Floor, Nungambakkam, Chennai-600034, Tamilnadu

ANNUAL MAINTENANCE CONTRACT

Under this contract, Aqua Glacier undertakes to maintain your Aqua Glacier product used at the address registered with Aqua Glacier on the following terms.

Terms & Conditions

Acceptance of the Annual Maintenance Contract, herein after referred to as AMC, depends on condition of the Water Purifier. Duration of this agreement will be ONE YEAR w.e.f. the date of receiving full AMC payment.

1. The Water Purifier is expected to be in good working condition while accepting the contract. The same shall be certified by the Aqua Glacier representative or service provider. If the product is found defective, the customer shall be required to pay the necessary repair charges to get the product in working condition and then sign-in the AMC Agreement.
2. In the event of any breakdown of product notified by customer during the contract period, service visit will be free of charge. In case of breakdown of the product after the term of this contract, the customer will be charged for the service/repair of the product as per prevailing rates of BRITA (please see Annexure).
3. In case the customer wants to cancel the contract before expiry of the contract period, Aqua Glacier shall not be liable to refund the charges for remaining tenure of contract.
4. In case the AMC has not been renewed within one month of expiry, the customer is required to pay Rs.500/- as service visit charge within the city limit and thereafter Rs 10 for each additional km + cost of spares. However, if the customer agrees to renew the AMC with retrospective effect (The date of expiry) then service charges will not be applicable, barring the cost of spares replaced.
5. The liability of Aqua Glacier shall be limited to providing service and replacing parts as covered by this contract. Aqua Glacier shall not be liable for any damage, death, injuries or any consequential damage of whatsoever nature to any person or property, by use or operation of the purifier. Aqua Glacier shall not be responsible for any damage caused to the machine due to flood, fire, riot, accident, breakage, improper or negligent use, tempering, leakage from pipes, voltage fluctuations etc and normal wear and tear is expected.
6. Aqua Glacier will not be responsible / liable for any defects arising from misuse, negligence accident and damage caused during shifting or transportation.
7. All mentioned Prices/Rates are subject to revision without any prior intimation. Please also be aware that this contract is subject "Force-Majeure".
8. This contract cancels and supersedes all prior agreements, undertakings of arrangements, verbal or written between the parties on the subject matter.
9. Aqua Glacier has the option to terminate the service contract if purifier is serviced / repaired by any party other than authorized engineers or in case of change of ownership. Aqua Glacier's liability shall be limited to the above quoted customer only, and shall not apply or extend to any secondary or subsequent sale of the said purifier.
10. Renewal of the Service Contract, after its expiry, will be at the sole discretion of Aqua Glacier and depending upon the model/age and the condition of the purifier.
11. In order to enable Aqua Glacier to discharge its obligation under this contract, the customer shall not shift the installation from the original address. In case of change of address BRITA shall charge Rs.500/- within the city

Not valid without stamp, signature and date of issuing authority

- limit and thereafter Rs 0 for each additional km extra as shifting/re-installation charges at the new address.
12. This Contract is not terminable before the expiry or transferable in the event of resale/gift to any other person. This contract is not transferable from one place to other place (valid at Installation site only).
 13. The customer shall provide full and free access to machines to provide service thereon

User Responsibilities:

To receive service or support of ACMC, Customer agrees to comply with the following:

- (a) Provide ACMC Contract / Invoice Number as and when required.
- (b) Respond to requests for information, including but not limited to the Covered Product serial number.
- (c) Aqua Glacier single response no shall only be contacted by customer to register their Service request

Cancellation or Return:

ACMC cannot be cancelled or returned after purchase and it is non-refundable.

Aqua Glacier's Responsibilities:

1. Whenever any Service Call is received from Customer, Aqua Glacier will register the service incident call in its Customer Relationship Management (CRM), based on customer request. Customer will be given the call ticket no.
2. Based on the Service Request, the product would be serviced at customer site and if it is not serviceable at Customer site, the product will be serviced at the Aqua Glacier's Service Centre, with the prior approval of Customer.
3. Service incidence calls shall be attended & resolved within working days.
4. Based on the Service request, Aqua Glacier Engineer will collect the Customer signatures and feedback and the Aqua Glacier Engineer will close the call.
5. After the Service Request is completed by Engineer, within 15 days of the call closure, there will be a Confirmation call from Aqua Glacier side to the customer for getting confirmation about the completion of Service Request.

AMC COVERAGE:

1. During the AMC period, the Sediment filter and carbon filters will be replaced free only once. The replaced/ defective spare parts shall become the property of Aqua Glacier

EXCLUSIONS:

The AMC does not apply to defects resulting from and shall not cover visits/replacement of parts under the following circumstances:

- a. Damage caused to the product due to floods, fire, accident, riot, breakage, pest, misuse, improper or negligent use, tampering, and leakage from pipes etc.
- b. Damage caused to the product due to failure to observe the operating instructions and precautions as mentioned in user's manual.
- c. Defects occurred due to usage of local or non-recommended spares and consumables.
- d. Defects or failures resulting from servicing or repair done by persons other than the authorized Service Representative of Aqua Glacier.
- e. Failure or damage due to plumbing or other arrangement like usage of pressure pump, extension power supply board, non-compatible power socket etc. connected to product. With regard to repairing the existing wornout/defective part(s) or replacing the same and presence of above circumstances, the decision of

Aqua Glacier shall be final. In any such event, Aqua Glacier will submit a prior estimate for approval or bill for the work to be carried out at the rate prevailing at that time.

- f. AMC does not cover to any accessories provided locally by dealer or purchased by customer.
- g. All electrical, functional parts, Plastic parts, External booster pump, pressure reducing valve, UV Lamp.
- h. Service under this contract excludes plastic parts, non-electrical parts, painting of the body, aesthetical parts, panels and other styling decorative materials.

Arbitration

This agreement/any dispute arising herein shall be subject to Arbitration act and/or any statutory act, amendment or modification thereof, from time to time in force. The venue of such arbitration shall be in Chennai and only the courts in Chennai city shall have the jurisdiction in relation to such arbitration.

Payment

Mode of Payment can be by Cheque/ DD in Favour of Aqua Glacier

For Aqua Glacier