

INSTRUMENT SERVICE CONTRACT

This contract is entered into by Prism Medical Services having Registered Office at "Prerana", # 171/1B 3rd Floor, R.V. Road, Bangalore-560 004. hereinafter referred as PRISM and the CUSTOMER as mention below

CUSTOMER ID : PRIMA DIAGNOSTICS
CUSTOMER'S NAME : GURURAJ GOVIND LIFESCIENCES LP
CUSTOMER'S ADDRESS : #93, 1st Main Road, 2 Phase, SECTOR A,
YELAHANKA NEWTOWN
PHONE : FAX :
CITY : BANGALORE - 560096
CONTACT PERSON : MR. MADHUKUMAR
INSTRUMENT MODEL : ST 200 CL
SERIAL NO. : ST 4888
PERIOD OF CONTRACT : ENDING 31.05.2022
TYPE OF CONTRACT : LABOUR ONLY
NO. OF VISITS : 2 PM VISITS & BREAKDOWN CALLS
AMOUNT : Rs 10,000.00 + 18 %
(~~Service Tax~~ Service Tax as applicable) :
CONTRACT NO./DATE : 030/PM S / 2021 - 22

Both the parties have consented to the terms & conditions of this contract and put their seal and signature hereunder.

For and on behalf of

PRISM MEDICAL SERVICES

K.C. Sreevathsan

Name : K.C. SREEVATHSAN

Date : 09.06.2021

Place : Bangalore

For and on behalf of

CUSTOMER

Madhu Kumar C

Name : Madhu Kumar C

Date : 09/06/21

Place :

TERMS OF CONTRACT

This contract is entered into by Prism Medical Services having Registered Office at "Prerana", # 171/1B
3rd Floor, R.V. Road, Bangalore-560 004. hereinafter referred as PRISM and the CUSTOMER as mentioned overleaf :

1. This contract is an independent contract for service of the equipment covering labour only and does not in any manner extend guarantee or warranty of the equipment purchased from PRISM. The contract does not cover accessories or ancillary equipment.
2. Under this contract PRISM shall service CUSTOMER'S equipment and repair malfunctions arising due to causes other than:
 - A. Failure to meet and adhere to site requirements.
 - B. Electrical voltage, current fluctuations, inadequate earthing and wiring.
 - C. Malfunctioning Stabilizer, UPS and use of DC generating sets.
 - D. The equipment is disabled and/or damaged by neglect, misuse, deliberate tampering, accidents.
 - E. The equipment is attempted and/or serviced/repared by persons other than authorized PRISM personnel.
 - F. Instruments has been refurbished for cosmetic or any other purpose
 - G. Natural wear and tear.
3. Rectification of faults is subject to spare parts being made available by the customer to PRISM representative, Under the contract PRISM shall carry out Preventive Maintenance servicing. While attending breakdown calls, Prism may also undertake Preventive Maintenance/
4. PRISM shall enter into this contract after checking the equipment for its satisfactory working. If any repairs are considered necessary to bring the equipment in good working condition before taking over for service contract, such repairs will be charged separately. This clause shall not apply if the contract is entered before the expiry of either warranty, or existing Maintenance Contract with PRISM.
5. PRISM will depute any Service Engineer for service calls within reasonable time from receipt of the call from CUSTOMER, PRISM shall not be responsible for delay in servicing due to non-availability of spares or due to any reasons beyond its control constituting Force Majeure.
6. For proper servicing, the CUSTOMER shall ensure that installation area, access ways, electrical outlets, stabilized and Uninterrupted Power Supply to the equipment are available at the premises in accordance with PRISM Pre-installation site Requirements and maintained so during the entire period of this contract. Any defect in the electrical installation and/or wiring outside the equipment, defect in the voltage stabilizer or UPS devices, and alterations in the site environment shall be rectified by the customer at own cost.
7. The CUSTOMER shall not be entitled to claim any damages for any loss or injury, however caused in the event of suspension of service by PRISM due to non-payment of any amount due to PRISM.
8. Either party has the option to terminate this contract by communicating the same in writing.
9. This contract does not cover supply of any spare parts, Adequate inventory of sparts shall be maintained by the CUSTOMER and in this regard PRISM shall assist the CUSTOMER in preparing and recommending spare parts to be stocked by CUSTOMER.
10. Neither this contract nor any of the rights, obligations hereunder shall be assigned by the CUSTOMER. In the event of change of ownership, this contract stands terminated and no refund of any amount shall be made to the CUSTOMER.
11. No. equipment or part thereof shall be moved from location mentioned in this contract written consent of PRISM.
12. All charges and expenses for movement of the equipment to the new location including transit insurance charges for dismantling, reinstallation, checking and commissioning shall be payable by the CUSTOMER.
13. In case repairs are not possible at site, the equipment may be brought to PRISM workshop for repairs. In such a case, all transportation and insurance charges will be to CUSTOMER's account. The equipment will remain at PRISM's premises at CUSTOMER's risk. If the CUSTOMER so desires, PRISM shall arrange an insurance cover at CUTOMER's expense.
14. The amount payable under the contract shall be paid by the CUSTOMER in full and sent long with this service contract duly signed and stamped. The payment must be made in advance by Demand Draft in favor of PRISM MEDICAL SERVICES, payable at Bangalore. The payment receipt will be issued after the payment is realized.
15. On receipt of the original contract, duly signed by the customer, and the payment, PRISM shall put their seal and signature by which the contract comes into effect. A photocopy of the contract shall be mailed to the CUSTOMER.
16. The first visit under this contract will generally be made after the payment is received by PRISM. If the payment is not received by PRISM as specified above, PRISM shall recover charges for service if any rendered, at the standard ruling rates.
17. If PRISM's invoices for any service rendered the scope of this contract are not paid within 30 days, PRISM reserves the right to discontinue services and adjust the residual value of the contract against outstanding payments.
18. TDS deduction are to be made strictly in conformity with the laws prevailing at the time of signing this contract. TDS certificates, wherever deductions are made, must accompany the payments.
19. Disputes if any arising out of this contract shall be referred to a board of arbitrators comprising one nominee each of PRISM and CUSTOMER, and an umpire to be appointed by the arbitrators before entering upon the reference. The place for such arbitrators shall be the Head office of the PRISM MEDICAL SERVICES, "Prerana", # 171/1B, 2nd Floor, R.V. Road, Bangalore-560 004. The decision of the arbitration board shall be final and binding on both parties.
20. This contract shall be governed by the Indian Laws and the Courts of Bangalore shall have an exclusive jurisdiction to settle all disputes arising out of this contract.