

## ANNUAL MAINTENANCE CONTRACT

### Terms & Conditions

This annual maintenance contract is executed on this 01 day of October, 2021 by M/s Shree Path Lab having its address at SHREE PATH LAB, OPP. GOVT GIRLS SCHOOL, CIRCULAR ROAD, REWARI, HARYANA and M/s Labsakha Diagnostics Pvt. Ltd., Shed no 22, Scheme 3, Okhla Industrial Area, Phase -2, New Delhi-110020, New Delhi-68. Whereas Labsakha Diagnostics Pvt. Ltd agrees to maintain CHEM 7 at M/s SHREE PATH LAB, REWARI, HARYANA Subject to the following terms and conditions:

1. This annual maintenance contract covers the following instrument / instruments:

**Instrument Model:- CHEM 7 S. NO. S180140**

2. The company's charges for the service under this contract is Free on Purchase of Hematology Reagents From Labsakha Diagnostics Pvt. Ltd for an amount of Rs. 10000/- Per Month on an average for the contract duration.
3. This Contract is valid for the period of one year from 01-10-2021 to 30-09-2022 (the date of commencement of the contract).
4. (a) The company's engineer will visit the instrument location once every four months to carry out the routine preventive maintenance of the instrument during the contract period to ensure satisfactory functioning of the instrument.  
(b) In the event of instrument malfunction, the company's personnel including their service engineer, if necessary will make visits as required at no extra cost to the user under conditions of normal usage.  
(c) This contract agreement covers routine service, cleaning and calibration necessary for the instrument under normal usage. Labor, transportation and incidental expenses will not be charged extra.  
(d) The cost of the spare parts replaced during the contract period will be borne by the user.
4. Labsakha Diagnostics Pvt. Ltd will maintain an inventory of essential spare parts and Consumables required for servicing/ repairing. Labsakha Diagnostics Pvt. Ltd will procure the spares in the earliest time possible, for spares and consumables, which are not in the inventory.

6. Labsakha Diagnostics Pvt. Ltd shall not be responsible for service under any of the categories of this agreement. In case:

- (a) The instrument has been disassembled, altered, tempered with, repaired or operated up on by a non Labsakha Diagnostics Pvt. Ltd engineer or any person without the requisite authorization from the authorized signatory from Labsakha Diagnostics Pvt. Ltd.
- (b) Damages due to misuse, neglect and accidents.
- (c) Damages caused by fire, flood or other acts of nature.
- (d) Damages due to high voltage fluctuations and other defects in electrical installation providing supply to the instrument.
- (e) Labsakha Diagnostics Pvt. Ltd is prevented or delayed in providing service due to conditions constituting Force Majeure ( eg. Strikes, lock-outs, break down of communications etc.)

7. All efforts will be made for prompt servicing of the instrument. However, till company will not be responsible for accidental damages or loss of any nature to the contract holder caused by delay in services due to non availability of any components or any other reasons beyond their control.

- 8. (a) Amount once paid for the contract is non refundable.
- (b) Acceptance and renewal of the contract will be at the discretion of the company.
- (c) Any disputes arising out of this agreement are subject to Delhi Jurisdiction.

Terms & Conditions accepted.

For SHREE PATH LAB  
For SHREE PATH LAB  
Dr Kamal K...  
Proprietor

Authorized Signatory

Name ... Dr. Kamal Karkh  
Designation Director  
Date... 17/09/2021

For Labsakha Diagnostics Pvt. Ltd  
For LABSAKHA DIAGNOSTICS PVT.LTD

Authorized Signatory

Name Rajeev kumar  
Designation Director  
Date... 01-10-2021

Director

**For Prompt Service Please Contact:**

Name: **Rajeev Kumar**  
Address: Labsakha Diagnostics Pvt. Ltd,  
**DSIIDC Shed no. 22, Scheme 3,**  
**Okhla Industrial Area, Phase 2,**  
**New Delhi -110020**  
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