

## **Annual Maintenance Contract**

### **Benefits of the Annual Maintenance Contract**

Quality output from any machine depends on the machine's repeat performance. To get uninterrupted quality performance, machine maintenance is a key factor. Service Quality is all the more critical when the machine is a water purifier, as it is a matter of health. BRITA India, being the manufacturers of BRITA Water Purifiers are the best people to support in maintaining these machines as total technology is available with them. In order to help BRITA's customers in getting the best throughput from the Water Purifiers, BRITA is offering the Annual Maintenance Contract for the Water Purifiers so that the customers can continue to reap the benefits of using the purified water without any hindrance.

Under this contract, BRITA INDIA WATER SOLUTIONS PRIVATE LIMITED undertakes to maintain your product used at the address registered with BRITA.

### **Terms & Conditions**

Acceptance of 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 BRITA Service Representative/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, BRITA 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. 350/- as service visit charge within the municipal limit and thereafter Rs 2 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 BRITA shall be limited to providing service and replacing parts as covered by this contract. BRITA 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. BRITA 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. BRITA 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 subject to revise without any prior intimation. And this contract is subject to "Force-Majeure".
8. This contract sets out all terms and conditions of which Brita agrees to service or cancels and supersedes all prior agreements, undertakings of arrangements, verbal or written between the parties on the subject matter.
9. BRITA 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. BRITA'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 BRITA and depending upon the model/age and the condition of the purifier.
11. In order to enable BRITA 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. 350/- within the municipal and thereafter Rs 2 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) BRITA 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.

**BRITA's Responsibilities:**

1. Whenever any Service Call is received from Customer, BRITA 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 BRITA'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, BRITA Engineer will collect the Customer signatures and feedback and the BRITA 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 BRITA side to the customer for getting confirmation about the completion of Service Request.

| AMC Coverage      |                              |                               |                              |     |               |                      |
|-------------------|------------------------------|-------------------------------|------------------------------|-----|---------------|----------------------|
| Model             | Filters - 1 Time replacement | Membrane - 1 Time replacement | Electrical Parts (Pump * UV) | 3PM | Service Calls | Body / Plastic Parts |
| Plan – Basic Care |                              |                               |                              |     |               |                      |
| X5                | Sediment & carbon filter     | No                            | No                           | No  | 2 Visits      | No                   |
| X6                | Sediment & carbon filter     | No                            | No                           | No  | 2 Visits      | No                   |
| X7                | Sediment carbon filter       | No                            | No                           | No  | 2 Visits      | No                   |

**AMC COVERAGE:**

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 BRITA

**EXCLUSIONS:**

**AMC DOES NOT APPLY TO DEFECTS RESULTING FROM:**

The contract 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 BRITA.

- 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 worn-out/defective part(s) or replacing the same and presence of above circumstances, the decision of BRITA shall be final. In any such event, BRITA 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 BANGALORE and only the courts in BANGALORE city shall have the jurisdiction in relation to such arbitration.

Mode of Payment can be by Cheque/ DD in Favour of ..... BRITA INDIA WATER SOLUTIONS PRIVATE LIMITED

For BRITA INDIA WATER SOLUTIONS PRIVATE LIMITED

(Authorised signatory)

Accepted

(.....)  
Name & Signature

Place:

Date: