

TERMS AND CONDITIONS

SILICON POWER SYSTEMS will maintain the equipment on terms & conditions mentioned below:

1. SCOPE:

Maintenance services shall consist of Preventive & corrective maintenance of the system & will include supply & replacement of parts. Parts removed shall be property of SILICON POWER SYSTEMS.

Replacement of defective batteries is not covered in the scope of this agreement.

It shall not cover any consequential or resulting liability, damage or loss arising directly or indirectly out of any defect in the UPS.

This contract of service shall under no circumstances be transferable and any change in the ownership of the goods shall terminate the contract of warranty.

This contract of warranty shall not extend to cover an misuse in the nature of overloading of the goods beyond the stipulated output of the product.

2. Hours Of service:

Provision of services will be confined to SILICON POWER SYSTEM's normal local working hours. (Unless the customer has paid for over time maintenance.)

3. Duration of contract:

The duration of this contract ONE year from the date of receipt or Order along with payment.

No rebate allowance or compensation of any kind shall be due or payable by SILICON POWER SYSTEMS if the equipment is not used for the permissible time of one shift of operation for any reason whatsoever.

The customer may permit any type of party to use equipment but all the customers obligations under this contract shall remain in force & customer shall make good to SILICON POWER SYSTEMS all costs, damages & expenses resulting from such use.

The customer has to take care of the equipment by following the operating instructions given to them from SILICON POWER SYSTEMS from time to time.

No alterations may be made, no attachment fitted, or repairs or adjustments done except from SILICON POWER SYSTEMS or with SILICON POWER SYSTEM's written consent. All costs, charges & expenses in respect of moving the equipment or part thereof shall be payable by the customer.

SILICON POWER SYSTEMS reserves the right to revise its maintenance service charges at the location to which the equipment is moved.

4. EXEMPTION:

SILICON POWER SYSTEMS will not be liable for failure to perform any of its obligations under or arising out of this contract if such failure results from any force measure, act of god, fire, storm, earthquake, rain, transportation, imminence or the existence of any state of emergency, war, war like situation, civil, riots, commotion, inability to obtain any material, refusal of license or imposition of sanctions & or any measures taken by the government whosoever which renders it impossible for **SILICON POWER SYSTEMS** liability to perform obligation of this contract.

5. Interest of overdue accounts:

Unless specified to the country in the contract all payments due by customer under this contract shall be paid within a period of seven days from the date of **SILICON POWER SYSTEMS** invoice. Interest will be charged by outstanding payments at the rate of 18% per annum. If the payment remains outstanding for more than 90 days from the date of **SILICON POWER SYSTEMS** invoice, without prejudice to all its other rights **SILICON POWER SYSTEMS** reserve the right to withhold the maintenance service.

6. Additional charges:

If repairs and replacement are necessitated by the customer for any third party fault **SILICON POWER SYSTEMS** reserve the right to make additional charges.

7. Jurisdiction:

This contract shall be deemed to have been concluded in Bangalore where it has been signed on behalf of **SILICON POWER SYSTEMS** and all obligations hereunder shall be deemed to be located at Bangalore and the courts at Bangalore have jurisdiction to the exclusion of all other courts.

SIGNATURE OF CUSTOMER

SIGNATURE OF SILICON POWER SYSTEMS