

TERMS AND CONDITIONS OF CONTRACT - AMC OF WINDOWS & DOORS

1. CONTRACT

- A. This contract is for the Maintenance services of Window & Doors and internal Doors product of Fenesta. We are represented that it is having the requisite expertise and is fully acquainted with and has an experience in providing the Maintenance services of product and has offered to provide such services as referred herein and upon representation, you have agreed to avail the Maintenance services of the product.
- B. Further if the windows /doors are in a damaged condition and require repairs , replacements etc. ; same will be done at a chargeable basis at discounted prices, before commencement of AMC
- C. Only these terms and conditions shown on the Quotation enclosed form the Contract between us, so it is important that you check to make sure everything you want is included. We have asked you to read these terms and conditions and sign on the each page to confirm that you agree to them. Any warranties or promises, representation given or discussion held verbally by any person on behalf of us that are not noted and detailed herein will not form any part of this contract and we will not be responsible for the same.
- D. This contact is valid for one year from the date of payment and issuance of AMC

2. SCOPE OF CONTRACT: We shall provide the following services to keep the products in good working condition as a part of AMC package:

- A. Checking and inspection of all Hardware Items (Rollers, Espag rod, Handles, Hinges, Locking, Bug mesh, Glass, Gasket, Functionality of the windows, Cavity Block, Wedge Block, Bump stopper, Antilift, Adaptor, Wool pile, Spacer Block, Cover Cap) and recommendations as per Norms for General servicing or for replacement.
- B. Checking the Alignment of doors and windows for proper functionality and Checking Smooth operation of moving parts
- C. Lubricating and cleaning the necessary Hardware items of Windows and Doors with Fenesta recommended cleaning agent
- D. All the Recommended materials as per above would be replaced on a chargeable basis after due approval from the customer by well-trained Fenesta certified technician Team

3. ANNUAL MAINTENANCE CHARGES (AMC)

You are required to pay AMC charges at a nominal amount of Rs. 3,000/- for up to 5 windows/doors and Rs. 500/window or door for above 5 windows/doors. In addition to the benefits already stated you will be given discounts on any hardware replacements.

4. MAINTAINANCE SCHEDULE

- A. Under this AMC contract we will have 2 scheduled visits for proactive and routine maintenance of your windows and doors "after your AMC acceptance and payment realisation in our system". In addition to this, you can call us in case of any breakdown or emergency wrt to your Fenesta windows and doors.

- B. If any dates communicated to you, these can only be estimates. Actual dates may vary and time is not the essence of the contract.
 - C. You will permit us (and our agents, employees and contractors) access to the site at all reasonable times as agreed so that we may complete the maintenance services
 - D. You agree that we will not be liable for any delay which arises from Force Majeure reasons and causes beyond our control for example, fire, flood, riot, earthquake, civil disturbance, strikes, criminal damage, acts of war, government restrictions, lockdown, epidemic and pandemic, shortage of labour and non-availability of material etc.
5. OTHER TERMS & CONDITIONS
- A. Burn marks on Profiles cannot be cleaned or rectified
 - B. Dent marks anywhere on window profiles or Glass cannot be rectified
 - C. Scratch marks on profiles, bead or glasses cannot be cleaned or rectified
 - D. Protection tape on the windows (whether inside or outside) cannot be removed from the window profiles, if found disintegrated.
 - E. Powder coating peel off from Metal components like Handles, Bump-stop etc cannot be cleaned or rectified
 - F. Electricity for usage of cleaning Machines needs to be provided by the customer. 5Amp power for Vacuum cleaner and 15Amp power for Drill Machine
 - G. Water, warm or normal, to be provided by the customer
 - H. Buckets, if required, to be provided by the customer
 - I. Scaffolding, if required, is to be provided by the customer
 - J. The Customer needs to provide clear access to windows for checking and Inspection
 - K. If Grills are screwed in tile, removing and Re-installation of Grills shall attract additional charges and to be paid by the customer.
 - L. If glass railing is installed in front of the windows, the same should be removed and reinstalled by experts. It shall not fall under this activity and Fenesta's scope
 - M. If the make of the windows & Doors is not Fenesta, we shall not be liable to servicing the window & doors.
 - N. This activity does not encompass any other form of window services.
 - O. Accessories like exhaust fan mounted in Kitchen and Washrooms or any other electrical equipment cannot be cleaned under this activity
 - P. Unique identification for windows & doors being serviced will be done; the same shall be coded as per serial number starting with windows & doors from left hand side in an anti-clockwise direction.
 - Q. In-case of Spares replacement, 100% payment to be done in advance upon separate quote submission by Fenesta representative.
 - R. Warranty of 6 months on spares is applicable from the date of replacement.
 - S. The quotation of replacement of spares would be valid only for 30 days.
6. PAYMENT In all cases, 100% payment has to be made in advance. Where only a deposit has been paid, no maintenance will commence until the balance has been paid in full. All taxes and Duties including GST will be charged at actual as applicable at the time of billing. Any Change in Taxes & Duties will be borne by the customer.
7. LOG BOOK/VISIT RECORD Customer shall sign and provide their feedback on the visit report provided by us after every visit. A separate logbook should be maintained to record the preventive maintenance carried out on each part. Our technician will take signoff from

customer regarding full satisfaction and proper operation of windows after completion of services.

8. **ARBITRATION AND JURISDICTION FOR DISPUTES** Any dispute, difference or claim that may arise under or in relation to or in connection with, the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the same shall be referred to the sole Arbitrator to be appointed by Fenesta Building Systems(A Division of DCM Shriram Limited) whose decision shall be final and binding on the parties as per the provisions of Arbitration and conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and conducted in the English language and shall be held in New Delhi.
9. **LAW AND JURISDICTION** This contract and the rights and obligations of the parties under this contract shall be construed and enforced in accordance with the laws of India. The Court of New Delhi shall have jurisdiction in case any dispute arises between us in respect of this contract.
10. **CHEQUE BOUNCING CHARGES** In case, cheque submitted by you bounced, We will levy a cheque bouncing charge of INR 500/- per instrument and we reserve its rights to initiate case proceeding as advised under law.
11. **ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between us. No agreements, representations, or warranties other than those specifically set forth herein shall be binding on any of the parties unless set forth in writing and signed by both parties.

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India's No.1 Windows & Doors Brand