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# DEVINE COMPUTERS

Head off:- Abreovaddo

Saligao, Bardez: ☎: 9372240620

Branch off:- "Shetye Resicom", shop no 3,

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**Consultancy, Repairs**  
**Computer systems, Maintenance**  
**Peripherals and Consumables**  
**Software, Hardware**

## SAMPLE PREPAID CONTRACT

**Sub: Contract terms and conditions regarding AMC for computer systems.**

Sir,

Please find below the contract terms and conditions for undertaking AMC for computer systems.

1. Annual Service charge of Rs 20,000/- for 10 computers or 2000 per PC.
2. The annual maintenance charges are payable Half yearly advance before the commencement of Annual Maintenance Contract (AMC) by cheque favoring "Devine Computers", and as for the service charge payment will be made either in cash or cheque favoring "Devine Computers" within 15 days of receipt of bill.
3. This contract is valid for a period of one year from 1<sup>st</sup> April 2010 to 31<sup>st</sup> March 2011
4. The AMC covers the following;
  - (a) five preventive maintenance visits / calls a month on call only, and
  - (b) A service charge of Rs. 350 (Rupees three hundred and fifty only) for any extra visit.
5. Payment of the Annual Service will be made in advance by cheque favoring "Devine Computers", and as for the service charge payment will be made either in cash or cheque favoring "Devine Computers" within 15 days of receipt of bill.
6. This contract is valid for a period of 12 months. Payment to be made in advance.
7. The contract includes software maintenance and hardware maintenance. It however does not include hardware repair / replacement. Cost of any hardware replacement and / or repaired will have to be borne by the client.
8. The contract also includes installation of software's packages and hardware provided by the client and seeing that all devices such as printers, modem and network connected to it are in working condition. Printer / UPS servicing is NOT covered under this contract.
9. In case of hard disk crash / Virus / other hardware problems due to natural causes, we accept no liability against the same as it is unforeseen and unavoidable. We will however take measures to prevent the same and will rectify the problem in the scheduled visit or extra visit. However, whilst repairs are being undertaken, Devine Computers will not be liable to provide any standby part. Any costs, so incurred shall be borne by the customer.

10. A call is defined as a visit to the customer to fix a problem which may occur. Maintenance on *multiple computers* during the visit may be rectified during the same call. A call length is taken at a maximum of 5 hours, longer and it will be termed as 2 calls.
11. If a Visit/call cannot be completed within the day, the visit/call shall be kept open until it is completed before the call is closed.
12. The maintenance services will normally be offered between 9.30AM to 5.30PM on all days except Sundays and Holidays. Please allow upto 6 hours for response time.
13. When registering complaint calls with DEVINE COMPUTERS customers are advised in their own interest to indicate clearly the location/Dept. pertaining to the machine break-down.
14. DEVINE COMPUTERS will ensure that the computer system is not down and is attended to under their maintenance contract within 8 working hours (Refer point 12).
15. Supply and fitment will be at buyers own cost, of all parts that may need replacement in the machine from time to time.
16. In case of computers, peripherals still covered under warranty, we do not accept liability in case of damage or misuse and undertake not to open/repair the same, without written permission. ONLY Software maintenance will be provided for the same.
17. DEVINE COMPUTERS is not responsible for slow internet speeds and / or disconnections from service. This should be taken up with the respective ISP, we accept no responsibility if calls are left pending / not completed due to breakdown of internet service from ISP.
18. The contract does not include consumables, supply items and computer hardware parts. These are chargeable separately.
19. Computers bought from Devine Computers during this contract period will automatically come under this contract at NO extra charge.
20. The obligations of DEVINE COMPUTERS under this contract excludes:
  - Major upgrade of the machines if the fitments are not brought from DEVINE COMPUTERS.
  - Major refurbishments of the machines if they are not brought from DEVINE COMPUTERS.
  - Damage due to accident, flood, neglect, misuse, use of non standard electric power, bad earthing.
  - Alteration in the machines by persons other than DEVINE COMPUTERS personnel.
  - Damage due to shifting of machines from one location to another.
  - In the event of any force majeure such as act of God, fire, storm, earthquake, explosion, strike, lockouts, industrial disputes, riots, accidents, floods, lightning, etc.
  - *Damage due to use of system in improper environmental conditions.*
21. DEVINE COMPUTERS shall not be liable for any loss or damage, incidental, direct or consequential, arising out of malfunctioning or improper use of the equipment, in the scope of this AMC.

22. Either the client or Devine Computers reserves the right to cancel this contract at any time giving two months prior notice. In case such an event arises a proportionate amount of Annual Service charge will be refunded.

Thanking you

Ashley Delaney

(Proprietor)