

ITIL
Service Level Agreement

BUYER'S CONTRACT

No.:
Date:

Seller:
Address:

Tel:
Fax:

A/C No.:
Bank:
Represented by:
Here after called to as "Seller"

Buyer: Intex Technologies (India) Ltd
Address: D-18/2, Okhla Indl. Area Phase-II, New Delhi-110020
Tel: +91-11-30888906
Bank A/C No.:

Represented by:
Here after called to as "Buyer"

It has been agreed that Buyer undertakes to buy and Seller undertakes to sell the following commodities on the terms and conditions are as follows:

ARTICLE 1: COMMODITY – QUANTITY - UNIT PRICE – AMOUNT

Description of goods (Product)	Model	Quantity (Sets)	Unit price (USD)	Amount (USD)
Total				
Free of charge (2% of purchased quantity for warranty)				

- Subject to the terms and conditions of this Agreement, Seller hereby appoints and grants Buyer the non-exclusive and non-assignable right to distribute and sell the Products in India.
- Price is understood to be FOB HONG KONG - INCOTERMS 2000.
- Seller shall provide Buyer, at no charge or cost, additional spare Products in an amount equal to 2% of the number of Standard Packages ordered in each Purchase Order as to warranty support for the products. The above price includes this 2% of whole product of the total

purchased quantity, for Buyer to conduct after sales services of Products under warranty by itself.

- Buyer shall take the responsibility of providing after sales services to the end user of Products in the Territory.

ARTICLE 2: QUALITY

- The shipped goods are free from all defects of any nature and in good working & functional condition i.e. 100% brand new. Both Parties agree the function standard of Products shall be base on both Parties' negotiation.
- Origin:
Manufacturer:

ARTICLE 3: SHIPMENT

3.1 Shipment: Shall be as per delivery schedule mutually agreed.

3.2. Transshipment: Allowed

3.3. Partial shipment: Allowed

ARTICLE 4: PAYMENT

4.1. The prices for the Products do not include import/export fees, duties, customs, value-added taxes, national, state or local taxes applicable to the purchase of Products which taxes will be added by Vendor to the price where Vendor has the legal obligation to collect the same and will be invoiced to and paid by Buyer, unless Buyer provided Vendor with a proper tax exemption certificate.

Vendor shall provide Performa invoice to Buyer when receiving purchase order from Buyer.
Buyer shall pay as per agreed Payment Terms.

4.3. BENEFICIARY :

ADDRESS :

Contact:

BENEFICIARY BANK:

ACCOUNT:

SWIFT CODE:

ARTICLE 5: PACKING AND MARKING

5.1. Packing : As per Seller's Export standard Carton Packing.

5.2. Marking : The contents to be provided by Buyer

ARTICLE 6: INSPECTION

Buyer shall plan to either out-source the inspection through an inspection agency or by itself. Seller shall send its inspection report to Buyer once goods are ready for shipment. Normally, shipment samples are tested by Buyer before allowing the shipment to be shipped. This is necessary considering Network and FM environment in India.

ARTICLE 7: WARRANTY AND REPAIR SERVICE

7.1 Buyer conducts the after sales service by itself, and Seller provides one after-sales training on FOC basis in India and if necessary, Seller shall support Buyer to handle level 3 and 4 at the cost paid by Buyer under Seller's quotation (please provide your L3 and L4 support charges).

7.2. Seller warrants that the Products shall be free from defects in materials and workmanship and shall function according to the applicable technical specifications for a period of 14 months from the date of receipt of goods at the port of destination.

7.3. Warranty and Non-warranty services directly to the customer should be provided by Buyer.

7.4. Besides the total value of the whole Product mentioned in Article 1, Seller shall provide its standard spare parts quotation to buyer, for buying as per Buyer's requirement.

7.5. Seller shall provide 100 pieces of download cable per model and necessary technical documentations, maintenance guides which are available from Seller, such as: software upgrade, assemble and disassemble guide, maintenance and troubleshooting guide, etc as well as technical bulletin on new software, new functions, new products, and maintenance experiences, and the technical bulletins contained the latest technical problems and troubleshooting methods by email in a non-periodical way. The document language should be available in English only.

7.6 Provision of spare parts

- (a)** Seller shall supply Buyer or an authorized agent of Buyer with sufficient quantity of Accessories and spare parts, which may be reasonably required by Buyer from time to time in order to render maintenance services. Seller to indicate the Failure Pattern and MOQ of failed parts.
- (b)** Should Seller decide to cease the manufacture of a certain Product line or take a similar action, it will advise Buyer at least two (3) months prior to such cessation.
- (c)** Seller is responsible to provide Buyer with standard list of spare parts within 7 working days after first shipment. The price that Buyer orders for spare parts item from time to time is not higher than its price in standard list.

7.7 EPIDEMIC FAILURE:

Should the same defect occur is beyond 3% or more per particular shipment. (“Epidemic Failure”), which is solely attributable to and confirmed by Seller in software, hardware, design or performance within 3 months of delivery date. Buyer should return defective units to Seller within 30 days after such occurrence, and Seller shall, take full responsibilities for replacement of such defective goods at its own costs and expenses including transportation cost and custom duty as applicable to settle the problem within 30 days after receiving defective units from the Buyer.

The product should continue to have complete warranty as per the terms from the date of receipt in India. Also, in such cases to address customer grievances, Seller to provide adequate buffer materials immediately on being noticed on epidemic failures within 15 days of intimation.

7.8 D.O.A

Seller will be responsible for DOA Defective/Dead on Arrival—for Product damaged solely due to Seller’s design or manufacture reference problems. Buyer shall return the products to Seller within 30 days from the receipt date, Seller shall fulfil the repair or swap for DOA within 45 days after receiving returns by the Buyer and send the Buyer a new replacement by repair or swap for DOA service.

ARTICLE 8: TRAINING

8.1 The Seller is responsible for training one time in one site in India for the maximum of 3 days within 2 weeks by the first shipment. The seller shall arrange to send the engineer to visit buyer once every 6 months. During the visit, buyer may ask seller to conduct the training.

8.2 Seller shall provide necessary technical assistance and related material with reasonable price to Buyer and supply software in case Buyer requires from time to time for maintaining the Products and rendering warranty and after-sales services. This includes the following:

Updated Software
Flashing tool
Back Up Tool
Calibration software
Service Manual
Product Training.
Spare Parts

ARTICLE 9. FORCE MAJEURE

- 9.1 Neither party shall be liable for non-performance or delay in performance of any of its obligations hereunder due to causes reasonably beyond its control, including but not limited to epidemic, war, hostilities, fire, flood, industrial action, accidents, governmental regulations, riots and insurrections.
- 9.2 Upon the occurrence of such a Force Majeure condition, the affected party shall immediately advise the other party of the occurrence of Force Majeure with as many details as possible within 15 days from the occurrence of such event. Immediately after the event causing the Force Majeure is over, the affected party shall perform its obligations expeditiously. In case the Force Majeure lasts longer than 45 days and the affected party cannot perform any of its obligations, the other party reserves to terminate the Sales Contract.
- 9.3. . The failure or delay of any Party to perform any obligation under this Agreement solely by reason of any event or circumstance beyond the reasonable control of such Party including, without limitation, acts of God, riots, wars, embargoes, strikes, lockouts, government policy, shall not be deemed to be a breach of this Agreement. Except where the nature of the event of Force Majeure shall prevent it from doing so, the Party whose performance is prevented or delayed by such event of Force Majeure shall notify the other Party in writing immediately with evidence upon the occurrence thereof and shall use all reasonable efforts promptly to remove or remedy such event of Force Majeure to the extent it is able to do so. If performance by either Party is delayed more than 60 days due to such event or series of events, and commercially reasonable efforts have not been undertaken within that time to remedy the situation, the other Party may cancel any outstanding Purchase Orders and terminate this Agreement, effective immediately, without liability.

ARTICLE 10. BREACH AND INDEMNITY

- 10.1 In the event either party breaches an obligation under this Contract in the performance of this Contract, it shall be liable to the other party for any reasonable direct damages thereby sustained by the other party. In the event a third party commences any proceeding for which a party hereto intends to claim indemnity, such party shall promptly notify the other party and allow suitable participation in all stages of the proceeding and settlement thereof. Failure to promptly notify or allow equitable participation by the other party shall reduce the right of indemnity by the extent of actual resultant prejudice.
- 10.2 It is specifically understood and agreed by both parties that the Buyer shall be solely responsible for observance of any restriction on importation of the Products imposed by any local authority in India. Seller shall defend and hold Buyer harmless from any loss, damage, liabilities or obligations arising out of a claim or action brought against either of parties by third parties resulting from Product supplied by Seller subject to the terms and conditions set forth in this Contract.”
- 10.3. Both Parties agree that the total and maximum liability of Vendor arising from this Agreement shall in no event exceed total amount of each purchase order.

10.4 Neither party shall be liable to the other party in contract, tort or otherwise, whatever the cause thereof, for any loss of profit, business or goodwill or any indirect cost damages or expense of any kind.

ARTICLE 11 : INTELLECTUAL PROPERTY RIGHTS

(A) That in case of any claim resulting from or in connection with Essential Intellectual Property Rights, applicable to products purchased and supplied under this Contract which directly related to seller, the same shall be the sole responsibility of the Seller.

(B) The Seller shall indemnify the Buyer against all third-party Intellectual Property Rights arising from use of the Goods or any part thereof in India.

(C) That the Seller shall neither violate nor infringe the trademarks of the Buyer nor promote its unauthorized use and so do the buyer.

ARTICLE 12. ARBITRATION

This Contract shall be governed by the laws of India . Any disputes or action arising out of or relating to this Contract shall be subject to binding arbitration under the terms of of the UNCITRAL Rules of International Commercial Arbitration and the sole venue for such Arbitration shall be Delhi Singapore.

ARTICLE 13. NON-WAIVER

No failure by either party to take any action or assert any right under this Contract shall be deemed to be waiver or renunciation of such rights in whole or in part in the event of the continuation or repetition of the circumstances giving rise to such right unless the waiver or renunciation of such claim or right is acknowledged and confirmed in writing by such party.

ARTICLE 14. LIMITATION OF LIABILITY

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY DAMAGES OF ANY KIND WHETHER OR NOT EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

ARTICLE 15: GENERAL CONDITIONS

15.1. Both parties commit to perform rightly and fully all terms and conditions of this Contract.

15.2. Any amendment and additional clause to the terms and conditions shall be valid only when made in writing and dully confirmed by the two parties.

15.3 Any existing or future taxes, or levies in the nature of taxes, whether on goods, freight imposed by the country of origin shall be for account of the seller. Any existing or future taxes, or levies in the nature of taxes whether on goods, freight imposed by the country of destination shall be for account of the buyer.

15.4 This contract is made into 04 (four) originals in English, of which each party keeps 02 (two) with the same value.

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Contract effective as of the date first set forth above.

FOR THE SELLER

FOR THE BUYER