

Canon

TG
AGREEMENT
FOR TONER BASED MACHINES

TOTAL GUARANTEE AGREEMENT NO. _____

This TG Agreement (hereafter referred to as “**Agreement**”) is made on this 22 day of November 2021, by and between

Canon India Private Limited having its Registered office at Unit No. 214 to 218, 2nd Floor, Narain Manzil, Barakhamba Road, Connaught Place, New Delhi-110001 (Hereinafter called “CIPL”)

AND

M/s. _____,
a Company registered under Companies Act of 1956/2013 _____ and having its registered office / place of business at _____

(hereinafter called the “User”).

CIPL at the request of the User agrees to provide maintenance services directly or indirectly to the User for the equipment mentioned in clause 10, on the terms and conditions set out below:

1. TOTAL GUARANTEE CHARGE

- i. The total guarantee charge shall be at the rate of per click charges (as mentioned in clause 10) calculated on the actual usage registered on the counter of the Equipment, subject to clause 7. Local taxes & other levies as applicable shall be extra.
- ii. The charges mentioned in clause 10 include:
 - (a) All maintenance service visits required to keep the Equipment in good working order.
 - (b) supply of spares, Toners required for maintenance of the Equipment during the agreement period.

2. CIPL

- i. Shall service, maintain and keep the Equipment in good working order without any additional charge at the User’s request subject to clause 1, 2 (iii), 3 (i), 3 (iii) , 3 (iv), 3 (v), 3 (vi)
- ii. If required, shall at its sole discretion replace without any charge, worn-out parts, toner of serviceable quality. Parts/toner/ consumables thus changed shall be the property of CIPL and CIPL authorized service personnel or engineers shall be entitled / authorized to remove and carry away such parts /toner/ consumables from the User’s premises.
- iii. Shall provide the said services during normal working hours on CIPL working days (currently 9.00 a.m. to 5.30 p.m. Monday to Friday except general and public holidays). Provided always that CIPL shall be entitled to charge additionally for:
 - (a) Any services required outside of the CIPL normal working hours and working days
 - (b) Services occasioned due to defects arising out of repairs/maintenance undertaken by persons other than those authorized by CIPL.
 - (c) Services occasioned by User’s use of supplies like Toner and Photoreceptor (Drum), and spare / parts, which has not been supplied / purchased by/ from CIPL / CIPL authorized agency
 - (d) Services occasioned due to use of media other than recommended paper by User resulting in low yields of parts, consumables and/ or drum.
 - (e) Service / repair occasioned due to damage of the equipment by the outside factor not under control of CIPL or for which CIPL is not responsible
 - (f) Services occasioned due to defects arising out of use of equipment beyond the recommended monthly copy and/or print volume as specified in clause 10.
 - (g) Services occasioned/ part failures due to poorly maintained site/ environment conditions including damage caused by rodents, pests, faulty air-conditioning, faulty UPS/ input electric supply or earthing connection or long shutdown of Equipment / Equipment kept idle for thirty (30) days or more except for reasons solely attributable to CIPL.
- iv. Shall at its sole discretion assign any or all of its rights and obligations under the Agreement without the prior written consent of the User.
- v. Notwithstanding anything contained in this agreement, CIPL shall not be liable in any manner whatsoever to indemnify the User for any loss, injury or damage of any kind whatsoever, howsoever caused.
- vi. Shall be entitled without any let or hindrance to depute its employees or authorized persons to enter the User’s premises at all reasonable time to inspect, take meter reading and service the Equipment.
- vii. Shall not be liable for any delay in or failure in performance of any of its obligations under or arising out of this agreement, if the delay or failure results from any cause beyond the reasonable control of CIPL including but not limited to act of God, fire, explosion, accident, strike, lockout, civil unrest, industrial dispute, governmental action etc.

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- viii. Shall provide free of charge subject to clause 3 (ix) all supplies required for the maintenance of the equipment except power, paper and output copy material, as and when necessary to do so.
- ix. Shall have the right of refusal of further maintenance service, if the User declines to use CIPL recommended genuine Toner, spares parts & drum.

3. THE USER

- i. Shall pay the charges set out in clause 1 & 10 within seven days of the submission of the invoice / e-invoice. In case of any discrepancy in the invoice the same shall be communicated by the User to CIPL in writing within 3 days from the date of submission of the invoice / e-invoice, failing which it shall be considered undisputed and accepted by the User. CIPL reserves the right to charge an interest @ 1.5% per month on such delayed payment.
- ii. Shall pay any other amounts becoming due under this Agreement within seven days of the receipt of invoice for such payments
- iii. Shall ensure that installation area, electrical outlets and electrical supply with an exclusive dedicated voltage stabilizer or UPS and access ways etc. for installation, passage and electrical connections of the Equipment at its Place of Installation are suitable in accordance with CIPL's pre-installation site requirements available with the User and maintained so during the currency of this Agreement, for proper servicing of the Equipment. Ambient room temperature of 22 degree centigrade and relative humidity of 65% shall be maintained for optimum performance along with dust free environment.
- iv. Shall not resite the Equipment as this Agreement is only in respect of the present Place of Installation of the Equipment unless otherwise mutually agreed in writing prior to resiting. The charges in clause 10 of this agreement does not cover charges for resiting and the same will be charged extra.
- v. Shall pay additionally for repairs/adjustments or replacements occasioned due to defects / damage arising out of: a) servicing / maintenance of the Equipment by persons other than CIPL authorized persons b) the use of parts , drums , toners and consumables not supplied / purchased by / from CIPL / CIPL authorized persons c) negligence by the User / User's employees d) willful act or default or any alteration or attachment to the Equipment by user without the written permission from CIPL e) by the User's failure to meet the Site requirements f) the User's using the media other than recommended paper resulting in low yield for parts, consumables and/or drum g) the intervention of outside factor not under control of CIPL or for which CIPL is not responsible h) the User's using the equipment beyond the recommended monthly print and/or copy volume as specified in clause 10, (i) part failures due to poorly maintained site/ environment conditions including damage caused by rodents, pests, faulty air-conditioning, faulty UPS/ input electric supply or earthing connection or long shutdown of Equipment / Equipment kept idle for thirty (30) days or more except for reasons solely attributable to CIPL.
- vi. Shall nominate Machine-In-Charge who shall be instructed by CIPL / CIPL authorized personnel free of charge in the use of and routine care of the Equipment and shall charge at the prevailing rate for any additional training due to change in Machine-in-Charge at the Users request. The User shall ensure that the Machine-in-Charge properly carries out their duties and operate the Equipment in accordance with the training given to Machine-in-Charge and uses the manual as a guide. The User shall promptly intimate CIPL / CIPL authorized person of any change in the Machine-in-Charge. CIPL reserves the right to charge additionally for any service required by reason of the User's failure to comply with the obligations under this clause.
- vii. Shall allow during his normal working hours, access to the equipment for meter reading of the equipment by CIPL / CIPL authorized personnel.
- viii. Shall allow CIPL to invoice the maintenance charges based on (i) actual meter reading taken by the CIPL representative or personnel duly authorized by CIPL, or (ii) the CSR reports of same month, or (iii) actual meter reading captured through e maintenance or any application based meter reading system. Any over or under billing will be corrected in the next invoice based on actual meter readings.
- ix. Shall be accountable to CIPL for supplies stock left in trust with the User who shall ensure that such stock is used only in the Equipment under the Agreement. CIPL reserves the right to charge the User for any stocks which are unaccounted for, at CIPL's discretion, at the then prevailing CIPL prices.

GENERAL TERMS

- 4. This Agreement, which comes into force on the agreement start date, shall, unless terminated earlier by giving 60 days notice in writing without assigning any reason served by either party upon the other, continue in force till the agreement validity date as mentioned in clause 10 or till such time as the Equipment, in the opinion of CIPL does not require workshop repair, whichever is earlier. Where CIPL recommends workshop repair, the User shall bear the cost of such workshop repairs as may then be applicable where upon this Agreement shall stand renewed upon revised terms and conditions, failing which the Agreement shall cease.
- 5. Neither this Agreement nor any of the rights and obligations hereunder shall be assigned by the user.
- 6. Notwithstanding anything to the contrary contained in this agreement timely payment of all charges including TG charges by the User to CIPL shall be the essence of this agreement and in case of breach by the user towards compliance of the same, CIPL reserves the right to suspend the services to the User immediately without any notice to the user and if that breach remains unremedied for 15 days following the written communication from CIPL to user in this behalf at the above address ' CIPL may,

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forthwith terminate this Agreement, without being liable in any manner to the User for the same. FURTHER in case User is in breach of any other terms of this agreement and such breach remain unremedied for 15 days following the written communication from CIPL to user in this behalf at the above address, CIPL may, forthwith terminate this agreement without being liable in any manner to the user for the same.

7. Notwithstanding anything to the contrary contained in this Agreement, CIPL reserves the right to vary the charges payable by the User at any time, to change /modify/delete/alter any terms and condition of the agreement as well as to change the work scope / nature of the agreement upon 60 days prior written notice to the user. In the event of any increase in charges and/or change in terms and condition of the agreement, the User, if not willing to accept the same, shall be entitled to terminate this Agreement by serving not less than 45 days notice in writing by Registered A.D. on CIPL at the address given hereinabove to expire on the date on which the increase / change would otherwise come into effect. This, however, does not cover any increase caused by variation in levies or taxes of Central, State or Local Govt. which are recoverable separately, for the period from which such Govt. levies and/ or taxes have come into force and shall become applicable with immediate effect without any notice to the user.
8. All disputes or differences related to this agreement shall be subject to the exclusive jurisdiction of Courts of Delhi and shall be governed by and construed in accordance with the laws of India.
9. This agreement contains the entire /complete agreement between CIPL and User with respect to the subject matter hereof and there are no further or other terms, promises, representations, warranties or Agreements or understandings, whether written or oral, except as contained herein. This agreement supersedes the terms of any other document issued by the User (whether earlier or later to this agreement) by whatever name including the purchase orders etc with respect to the subject matter hereof and this agreement cannot be modified in any way except in writing signed by MD/CFO/CS /Authorised Signatory of the Parties.

10. Equipment and Total Guarantee Charges Details

Model Number	
Machine Serial Number	
Installation Date	
Agreement Start Date	
Meter Reading	
Agreement valid till: (Date) or Metter Reading [Whichever is Earlier (A4 Counter)]	Date:
	Meter Reading:

- Any further extension beyond its validity as mentioned above shall be solely determined by CIPL depending on the condition of the equipment subject to availability of parts at the time of such extension.
- Subject to the foregoing in case of any workshop repair is required in order to extend the life of the equipment for extending the validity of the agreement as desired by the User and agreed by CIPL at its sole discretion, shall be on chargeable basis and be borne by user separately.

Installation Address	
Billing Address	

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Per Click Charges: -	Monthly PV/ billing Slabs	A4	A3	L1 487.7=< 648 mm	L2 648 =< 864 mm	L3 864 =< 1080 mm	L4 1080 - 1300 mm	LM (Linear Meter)
B & W Print								
Colour Print								

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Scanning (Color/ B&W)	Any Volume/ Any Size							

Minimum Billing Copy and/or Print NA _____ /month
 (* Please Strike out/put NA whichever is not applicable above)

Recommended Usage of the Equipment: -
 Average Copy and/or print volume of NA _____ /month

Maximum copy and/or print volume of NA _____ /month

Life of Equipment 6 LAKH _____ prints (A4 equivalent) OR 5 YEARS _____ Years (from the first date of first installation), whichever is earlier.

Signed on behalf of the User

Signed Anudeep Narra
Anudeep Narra (Nov 23, 2021 11:13 GMT+5.5)

(Authorized Signatory)

Name Anudeep Narra _____

Designation ERP-Project Manager _____

Signed on behalf of CIPL

Signed _____
(Authorized Signatory)

Name _____

Designation _____