

# TERMS & CONDITION

## FOR



Prepared by :

**MULTIVISTA WEST AFRICA LIMITED**

December 2023



## TERMS & CONDITIONS FOR 10 YEAR'S SERVICE PROMISE

**1. The Scheme** - The Customer is governed by the terms and conditions of this 10 on 10 Scheme ("the Scheme")

**2. Definitions**- The words and phrases in the Terms and Conditions of this Scheme have specific meanings and these are explained below and have the same meaning wherever they appear beginning with a capital letter.

**a. Buyer/Customer** means the individual, firm or company who buys or agrees to buy the Equipment from the Product Seller as identified in the Product Seller's Invoice.

**b. Consumables** means items contained within the Equipment which are consumed at regular intervals or needs periodic replacements based on the working hours or other conditions during normal use of the Equipment. The Product Seller sells the Consumable and such Consumable shall be purchased by the Buyer/Customer only from the Product Seller at 100% advance payment and applicable taxes, if any.

**c. Equipment** means the Gensets purchased from the Product Seller by the Buyer as specified in the Product Seller's Invoice.

**d. Facility** means the place or agreed location where the Equipment is installed or commissioned.

**e. Force Majeure Event** means and includes but not limited to fire, flood, pandemic, epidemic, accidents, acts of god, wars, terrorism, armed conflicts, riots, explosions, strikes or protests, lockouts or other concerted acts of workmen or any unavoidable event beyond the reasonable control.

**f. Validity** means the scheme shall be valid commencing on the Scheme Start Date (as defined herein) for a period upto 10 years or 7500 working hours, whichever occurs earlier, subject to the Scheme's Terms and Conditions.

**g. Product Seller** or Manufacturer means Multivista West Africa Limited and does not include any of its group company, subsidiary, holding company and or any other company in any manner including the sub-assembly manufacturers of any of the parts of the Equipment.

**h. Product Seller's Invoice** means the invoice issued by Product Seller to the Customer containing, without limitation, the following details: (i) Invoice number and date; (ii) Description of Equipment required; (iii) Delivery Date; (iv) Price; (v) Equipment details; (vi) Facility details and (vii) instructions for the terms and conditions applicable for the Customer.

**i. Purchase Price** means the price paid by the Buyer to the Product Seller for the Equipment as indicated as "Total Due" in the Product Seller's Invoice.

**j. Scheme Start Date** means the date mentioned in the Product Seller's Invoice or date of effecting full payment of the Purchase Price to the Product Seller whichever occurs later.

**k. Scheme's Terms and Conditions** means the terms set out in this document together with any modifications or additional provisions, if any.

**l. Termination** means upon the expiration of the Validity of the Scheme or upon cancellation of this Scheme either by Customer/Buyer or by the Product Seller, whichever is earlier.

**m. Territory** means and restricted to Lagos, Nigeria.

### **3. CUSTOMER OBLIGATION**

3.1 Customers will initiate service request by calling our customer care number: **+234 911 666 1111**

3.2 Our customer support provides support from 9:30 AM to 7 PM of West Africa time zone in all working days from Monday to Saturday.

3.3 The Customer shall reach the Seller through the customer care number and explain in detail about any and all the problems/defects related to the Equipment and provide any and all necessary information, access, and full good faith cooperation reasonably necessary to facilitate the provision of the Support.

3.4 Prior to requesting support from the Product Seller, the Customer shall comply with all published operating and troubleshooting procedures for the Equipment. If such efforts are unsuccessful in eliminating the issue, Customer shall then promptly notify the customer support of the Product Seller. Customer shall ensure that the conditions/defect of the Equipment are genuine and true before contacting the customer support of the Product Seller.

3.5 In the event the Product Seller is aware that the call requested by the Customer is not genuine or the Customer does not have any bonafide intention, in such case the Product Seller shall charge the Customer on per day basis. This charge shall include the reimbursement of the charges incurred by the Product Seller or their representative.

3.6 Any reason attributable to the Customer's failure or delay in actions required towards timely communication or failure to comply with standard operating protocols of the Equipment, shall relieve the Product Seller from any and all of its obligations under this Scheme to the extent that such obligations are dependent upon Customer's performance as agreed herein.

#### **4. INCLUSION OF 10 ON 10 SCHEME**

4.1 The 10 on 10 Scheme shall be applicable and includes the following activities:

- (a) replacement service of the Consumables purchased at an additional cost only from the Product Seller at 100% advance payment including the applicable taxes, if any;
- (b) general checkup, repairs towards maintenance of the Equipment including but not limited to minor repairs and loose connection of the main alternator, replacement of switches, push buttons, wiring harness, fuses, gauges, meters, control MCB, fuel float, contactor coils and indicating lamps, safety unit and relay cards of Main Control Panel;
- (c) repairs/replacements of the battery charger subject to the condition that it is purchased from the Product Seller;
- (d) canopy, repairs/replacement of door locks, hinges, acoustic foam subject to the condition that the replaceable parts are purchased from the Product Seller at 100% of advance payment.

4.2 Any Consumable, spares required for any service or for proper operation of the Equipment shall be procured at an additional cost by the Buyer only from the Product Seller at 100% advance payment including the applicable taxes, if any.



## 5. EXCLUSIONS OF 10 ON 10 SCHEME

1. This Scheme shall not be applicable:

- a. for the supervision/support, if any required for relocation of the Equipment.
- b. for any damage made to the Equipment by the Customer including but not limited to improper installation/ventilation;
- c. for the failures due to improper shutdown, mishandling, unbalance load, negligence, external short circuit, wrong signal from External AMF /Remote panel, wrong synchronization, alteration of specification, etc;
- d. for normal wear and tear of the components;
- e. for overhaul of the Equipment / Engine of the Equipment;
- f. for any loss or damage either direct or consequential to the effect of any accident / defect of the Equipment resulting on account of the negligence of the Customer;
- g. for any damage due to unapproved place of installation or during movement or in Transit with its consequential loss, without prior written approval from the Product Seller;
- h. for any accidental damage, fire, collision, improper usage, tampering, customer abuse and external modifications / fabrications done by the Customer;
- i. for any additional service visit demanded by the Customer for customised settings, which are not within the scope of service defined herein;
- j. for occurrence of Force Majeure Event;
- k. for any claims or an event occurring outside the Validity or after the Termination of this Scheme, whichever is earlier;
- l. for the Pre-owned or Refurbished Products and this Scheme non-assignable and non- transferrable to any other third party other than the Customer in whose name it was purchased from the Product Seller.
- m. for replacement / reworking of acoustic enclosure/ canopy, exhaust silencer, exhaust piping, main alternator winding, control Panel/replacement of breaker/ power contractor, AMF controller, bus bar & Power cables and commissioning and painting of the Equipment;
- n. for any and all major repairs required in the entire equipment which is beyond the scope of standard inclusions defined and listed in this scheme document

## **6. STANDARD CONDITIONS**

6.1 In the event the Customer attracts any of the following conditions then this Scheme shall become null and void and terminated with immediate effect if:

- a. the Customer purchases and or installs any spares in the Equipment other than from the Product Seller;
- b. the Customer does not use the lubricant oil, coolant and battery purchased from the Product Seller;
- c. the Customer performs any change or modification or repair to the Equipment including physically, mechanically or in any manner by altering the original scope and specifications of the Equipment either by themselves or other through any person other than the Product Seller or their authorized representatives;
- d. the Customer experiences an engine failure due to usage of fuel/poor quality of fuel/adulterated fuel;
- e. there is failure of performance or any damage to the Equipment due to negligence on the part of Customer in adhering to standard operating procedures and guidelines recommended by or on behalf of the Product Seller;
- f. the damage is due to use of the Equipment in a negligent manner, improper storage, improper electrical connections or short circuiting of the Equipment;
- g. there is defect caused by negligence in installation of the Equipment by the customer

## **7. RELOCATION OF THE EQUIPMENT**

During the Validity of the Scheme if the Customer / Buyer prefer to relocate the Equipment to another location within the Territory such relocation shall be informed to us on a prior notice and we will analyze the condition of the proposed relocated Facility and the Equipment shall then be commissioned by us. During relocation of the equipment if supervision of our service engineers or support is required the same shall be on chargeable basis and the charges shall be communicated based on the scope of support required. The cost for the above activities would not be a part of this Scheme and it has to be borne by the Customer.

## 8. LIABILITY AND ITS LIMITATION

8.1 Except for breach of confidentiality obligations, gross negligence & willful misconduct, neither Party shall be liable to the other Party for any special, consequential, indirect, exemplary or incidental damages (including lost or anticipated revenues or profits), arising from any claim relating to this Scheme and or improper use of the equipment, whether such claim is based on contract, tort (including negligence) or otherwise, even if advised of the possibility or likelihood of the same.

8.2 Each Party's aggregate liability arising out of or relating to this Scheme shall in no event exceed ₱10,000.

## 9. INTELLECTUAL PROPERTY RIGHTS

All drawings, materials, specification, designs and any other data of any nature relating to this Scheme shall remain the property of the Product Seller. Product Seller shall retain all rights, title and interest in and to such materials, including, Intellectual Property Rights in any ideas, concepts, designs, trademarks, patents, inventions, and expressions embodied in such materials relating to this Scheme.

## 10. RIGHT TO SERVICE AND INSPECT

The Buyer shall at all reasonable times hereby grants the Seller including its agents or authorized representatives to have access to the Product to inspect, test, adjust, repair or replace the same.

## 11. MISCELLANEOUS

**11.1 WAIVER** No waiver, alterations, or modification of the provisions herein shall be binding on Seller unless agreed to in writing by a duly authorized representative of Seller. The waiver by either party of any breach of this Scheme shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous to these Terms.

**11.2 ARBITRATION AND DISPUTE RESOLUTION** This Scheme shall be governed by and interpreted in accordance with the laws of UAE, without reference to its conflicts of laws principles. The Parties agree that any dispute arising out of or in relation to this Scheme shall be first attempted to be resolved amicably by mutual negotiations, failing which such dispute shall be exclusively referred to/settled via arbitration to be conducted by a sole arbitrator in English language in accordance with the Dubai International Arbitration Centre and the rules framed thereunder. The venue of arbitration shall be Dubai. The arbitral award shall be reasoned and final, conclusive and binding on the Parties and shall be enforceable in any court of competent jurisdiction

**11.3 TRANSFER OF RIGHT.** The Seller, in its sole discretion, may assign or otherwise transfer or sub-contract any of its rights and obligations under these Terms in respect of any order placed by the Buyer.

**11.4 TERMINATION.** The Product Seller may terminate this Scheme for any reasons whatsoever at any point of time by providing a prior 15 days written notice published in the website of the Product Seller [www.multivista-westafrica.com](http://www.multivista-westafrica.com). The onus rests on the Customer to constantly check the website for updates related to the terms and conditions of this Scheme and all the rights of both the Parties shall stand terminated thereby at the end of the said 15 days.

**11.5 REPRESENTATIVES.** The representatives of the Product Seller shall act on the Product Seller's behalf in overseeing the performance of this Scheme.

**11.6 FORCE MAJEURE EVENT.** Notwithstanding anything stated elsewhere in this Scheme, the Product Seller shall not be liable to the other for any delay in performance of its obligations if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of the Product Seller, an act of Force Majeure Event.

**11.7 ENTIRE UNDERSTADING.** This Agreement constitutes the complete understanding between the Parties with respect to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings between the Parties with respect to the subject matter hereof.



**11.8 AMENDMENT.** The Product Seller may in their sole discretion amend these terms and conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised terms and conditions on the Product Seller's website [www.multivista-westafrica.com](http://www.multivista-westafrica.com). The onus rests on the Customer to constantly check the website for updates to the terms and conditions.

**11.9 SEVERABLE.** If any provision of this Agreement is held illegal, unenforceable, or otherwise invalid, such holding shall not affect the other provisions or applications of this Agreement which can be given effect.



*Contact:*

## **Multivista West Africa Limited**

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