

Date:

MAINTENANCE AND SERVICE AGREEMENT

BETWEEN

MERRYWATER Ltd.

AND

CLIENT

MERRYWATER shall service the following items at Client's premises:

(Name all Equipment on Site)

1. Monthly price totals to US xxx + 18% VAT. Payment shall be made by cash or cheque against invoice in advance of minimum 12 months. **Failure to pay shall cease the contract and service will not be done until receipt of payment.**
2. Service shall be every two weeks and include backwashing, cleaning and necessary adjustments as well as breakdown or emergency calls during working hours. Emergency calls outside normal official working hours shall be charged at a flat fee of US \$ xxx + VAT per call.
3. A Job Card must be signed by both parties i.e. a technician from Merrywater and person from the Client where the service is done on every service day. Moreover, the job card must be signed by both parties even if the service is not rendered due to lack of power, water or access to the plant room and comment on the remark column should be reported to both offices for re-schedule of alternative day to cover the unperformed service.
4. Necessary spares shall be charged in accordance with our valid price list.
5. The agreement is valid only for the pre-paid period. The agreement can be terminated by either party by giving one month notice.

Acceptance of contract

Starting Date: _____ **Completion Date:** _____

Signature: _____ **Client:** _____

***For: Merrywater Ltd
P.O.Box 7472
Dar-es-Salaam***

For: Client's Address