



To :

HCL INFOSYSTEMS LIMITED

FORM NO.

Sub: Agreement- cum-Order ("ACO") form

60 MONTHS EMI PLAN

Customer Name :

Permanent Address:..... Village,

Block,..... District..... State Pin Code.....

Contact Number: BSNL Landline No:..... Mobile No:

Please supply the Computer on Installment basis for a period of 60 months according to the terms and condition, given overleaf

| Description | Unit | Rate | AMOUNT |
|---|-----------|------------|---|
| | | Rs. | Rs. |
| Specifications of the Computer: Intel Atom Processor N230, Intel® 945GC based main board, Genuine Windows Vista Starter OS, 512 MB Memory, 80GB Hard Disk Drive, Optical Scroll Mouse, Internet Multimedia Keyboard, Std Micro ATX Cabinet , Internal ADSL Modem Card , Antivirus, 17" CRT Monitor WARRANTY -Keyboard, mouse and anti-virus software shall be covered under warranty for a period of 12 month, and the Computer shall be covered for 60 Months. LESS: USOF Subsidy- Universal Services Obligation Fund (This part of total amount is subsidized by USOF) | 1 | Rs 24750/- | Rs 24,750/- (Rupees Twenty Four Thousand Seven Hundred and Fifty Only) |
| TOTAL AMOUNT TO BE PAID : Non-Refundable Initial Down Payment payable with this ACO | 1 | | Rs.4500/- Rs 2250/- |
| Equated Monthly Installments (EMI): | 60 Months | Rs 300/- | Rs 18,000/- |
| | | | Rs 20,250/- (Rupees Twenty Thousand two Hundred and Fifty Only) |

Note:

- This is under wire-line broadband connectivity scheme of BSNL in rural & remote areas.
- Broadband charges as applicable shall be extra and would be paid to BSNL.
- The prices are inclusive of all taxes but exclusive of Octroi and other local levies.
- Octroi and other local levies, if applicable, shall be paid by the customer along with the ACO.
- HCL reserves to right to reject the ACO incase of any shortfall in initial payments (including Octroi and local levies) or any incomplete details or the documents submitted with the ACO.

In consideration of availing the USOF Subsidy. I/we hereby agree to retain the Computer for the entire 60 months on installment payment basis.

Please supply and install the computer at below address:

.....
.....

I/We hereby certify that above site is ready for installation of computer and broadband and the details contained herein are correct.

*

Customer Signature / Thumb Impression /Seal

Name:.....

Dated:.....

*Signature required



To :

HCL INFOSYSTEMS LIMITED

FORM NO.

Sub: Agreement- cum-Order ("ACO") form

36 MONTHS EMI PLAN

Customer Name :

Permanent Address:..... Village,

Block,..... District..... State Pin Code.....

Contact Number: BSNL Landline No:..... Mobile No:

Please supply the Computer on Installment basis for a period of 36 months according to the terms and condition, given overleaf

| Description | Unit | Rate | AMOUNT |
|---|-----------|-------------|---|
| | | Rs. | Rs. |
| Specifications of the Computer: Intel Atom Processor N230, Intel® 945GC based main board, Genuine Windows Vista Starter OS, 512 MB Memory, 80GB Hard Disk Drive, Optical Scroll Mouse, Internet Multimedia Keyboard, Std Micro ATX Cabinet , Internal ADSL Modem Card , Antivirus, 17" CRT Monitor WARRANTY -Keyboard, mouse and anti-virus software shall be covered under warranty for a period of 12 month, and the Computer shall be covered for 36 Months. LESS: USOF Subsidy- Universal Services Obligation Fund (This part of total amount is subsidized by USOF) TOTAL AMOUNT TO BE PAID : Non-Refundable Initial Down Payment payable with this ACO Equated Monthly Installments (EMI): | 1 | Rs 23,130/- | Rs 23,130/- (Rupees Twenty Three Thousand One Hundred and Thirty Only) |
| | 1 | | Rs.4500/- |
| | 36 Months | Rs 455/- | Rs 2250/- Rs 16,380/- |
| | | | Rs 18,630/- (Rupees Eighteen Thousand six Hundred and Thirty Only) |

Note:

- This is under wire-line broadband connectivity scheme of BSNL in rural & remote areas.
- Broadband charges as applicable shall be extra and would be paid to BSNL.
- The prices are inclusive of all taxes but exclusive of Octroi and other local levies.
- Octroi and other local levies, if applicable, shall be paid by the customer along with the ACO.
- HCL reserves to right to reject the ACO incase of any shortfall in initial payments (including Octroi and local levies) or any incomplete details or the documents submitted with the ACO.

In consideration of availing the USOF Subsidy. I/we hereby agree to retain the Computer for the entire 36 months on installment payment basis.

Please supply and install the computer at below address:

.....
.....

I/We hereby certify that above site is ready for installation of computer and broadband and the details contained herein are correct.

*

Customer Signature / Thumb Impression /Seal

Name:.....

Dated:.....

*Signature required

TERMS & CONDITIONS OF AGREEMENT- CUM-ORDER FORM (“ACO”)

HCL Infosystems Limited having registered office at 806 Siddharth,96 Nehru Place, New Delhi-110019 (hereinafter called as “HCL”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) shall provide the Computer on Installment through BSNL. The details of the Computer, Equated Monthly Installments (“EMI”) are as specified on the front page of this Agreement-Cum-Order (“ACO”) form under the following terms & conditions (“T&C”) and You, the Customer (“You” or the “Customer”) agree that by signing on the front page and upon tendering the initial Down Payment, you have signified your acceptance to take on installment payment basis from HCL the Computer and agree to all the terms and conditions contained herein:

- 1. Scope.**
 - a. Subject to the terms contained herein, HCL shall provide the Computer on Installment payment basis and provide the Warranty service, supply & replacement of defective spare parts of the Computer on account of normal use during the term of the Installment Period (hereinafter “Services”) from its service location. The Installment Period, subject to the Terms and Conditions herein contained and receipt of all the EMI, shall be for five (5) years from the month in which the Computer is delivered to the Customer by HCL. The ACO shall be binding on HCL only upon delivery of the Computer, and in case of non-delivery or non-acceptance of ACO by HCL, the down payment received by HCL along with the ACO shall be refunded.
 - b. Ownership and Risk: The Computer till the receipt of the final EMI, remain the sole and exclusive property of HCL, the Customer shall have no right or interest in the Computer except for quiet possession and the right to use the Computer upon the terms and conditions contained herein. Notwithstanding the foregoing, risk to the Computer shall pass on to the Customer on delivery of the Computer. The Title and interest in the Computer shall pass to the Customer when all EMI's are paid.
 - c. The particulars stated in the ACO needs to be attested by a bank or by the Panchayat and should be submitted along with the Site Readiness Declaration in the specified format. You shall be responsible and liable to ensure that the power, environmental, location for the usage of Computer are as per proper standards expected for Computer. If the electricity quality is not standard you are expected to arrange for deploying Uninterrupted Power Supply (UPS) for using the Computer. No alteration may be made, no attachment fitted or repairs or adjustments done except by HCL.
 - d. Delivery and Inspection: Where the Computer is to be delivered to the customer on the installation date; the customer shall inspect the Computer on delivery and installation and accept the Computer by executing a Installation Note, in the format specified by HCL. The Customer shall promptly notify HCL if the Computer is not satisfactory and shall give reasons for such notification. Signing of the Installation Note shall be deemed as acceptance of the Computer in good and proper working condition and that there is no fault or defect therein. In case the Satisfactory installation note is not received from the Customer, the Customer shall be treated as having executed the note if after delivery the Customer fails to notify HCL within 48 hours of the installation that the Computer is not satisfactory or when that Computer is first put into operational use, whichever is the earlier. The Customer may not cancel or defer the delivery of the Computer after the delivery date without HCL's written approval, which may be subject to payment of cancellation and other charges as notified by BSNL/HCL. During Delivery process, in case the Customer is unavailable or in case Customer's door is found locked or the Customer / other responsible person is not available at home, HCL shall re-deliver the HCL PC on chargeable basis of Rs.300 [plus applicable service tax] for each redelivery effort.
- 2. WARRANTY.**
 - a. HCL's warranty for the Computers shall be governed by HCL's standard Warranty statement as delivered to the Customer along with the Computer, some of the relevant portions inter alia are covered herein.
 - b. As part of the Warranty Terms, the Computer, excluding the Keyboard, Mouse and anti-virus software, shall be covered for 60 or 36 Months (as applicable) of Warranty from the Delivery date. The Keyboard, mouse and anti-virus software shall be covered under warranty for a period of 12 months from the date of delivery, beyond 12 months, the same shall be considered as consumables and shall be repaired / replaced on chargeable basis. During the Warranty Tenure, support for any additional software installation shall be available to the Customer on chargeable basis @ Rs.350 per visit if the customer so desires.
 - c. The warranty support for the PC shall be provided from the designated Service Centres as contained in the list provided with the Warranty statement. The designated Service Centres can be modified any time at HCL's discretion. The Warranty support shall be provided as follows:
 - (i) PCs installed < 3KM distance from the nearest designated HCL Service Centre.
For the PCs installed within 3KM distance of the nearest HCL Service Centre, HCL shall provide on site support. In case the fault as per warranty terms and conditions is not rectified within 7 days from the date of complaint registration at HCL help desk centre, the warranty of the PC shall be increased to the number of days the complaint remains pending. The customer shall ensure providing all the facilities like power, accessibility etc whenever the engineer visits the site in order to achieve the above timelines. The detailed pre-requisites are mentioned in the customer responsibilities of the warranty document sent along with the PC.
 - (ii) PCs installed > 3KM distance from the HCL Service Centre.
For the PCs which are installed at a distance more than 3KM distance from the nearest designated HCL Service Centre, the customer shall bring the PC to HCL Service centre(s) for repair in case of any malfunction or any defect in the Product covered under this warranty. In case the fault as per warranty terms and conditions is not rectified within 7 days from the date of receipt of PC at nearest HCL Service centre, the warranty of the PC shall be increased to the number of days the complaint remains pending at HCL service center.
 - d. Unless otherwise specified by HCL, you must take delivery of the Computer from HCL Service locations within 14 (fourteen) days of the date provided by HCL. In case of any delay in taking the delivery of the Computer beyond 14 days or the date as agreed by HCL in writing then the customer shall be liable to pay handling charges of Rs. 100/- per day during the period of delay in taking the delivery. In case of delay in taking the delivery of the Computer beyond 30 days, HCL at its discretion may, dispose off the Computer.
 - e. **WARRANTY EXCLUSIONS.** This scope of Warranty excludes:
 - Repair of the product due to accident, misuse, abuse, neglect, improper installation, or improper maintenance;
 - Replacement of missing parts, the provision of retrofits, or preventive maintenance;
 - Installation or removal of accessory retrofits, peripheral Computer like hub, printers, cables and connectors (which are not supplied by HCL);
 - Replacement or fixes of pre-installed software;
 - Replacement of consumable and plastic items;
 - Service made necessary by any external cause, including fire, theft, acts of God, alteration, problems arising from software or hardware not supplied by HCL, power failures or shortages, or repairs by persons other than those authorized by HCL to service the Product;
 - Service of third party products or software not manufactured but sold by HCL that may be installed in or used in connection with the product or Support on application software NOT sold by HCL.
 - Service for software related faults resulting from incorrect software installation or usage, or software viruses, or software inherent bugs;
 - Service made necessary by use of incompatible third party products;
 - HCL accepts no responsibility for any software program, data or other information stored or residing on any media or any part of the product covered by this Agreement, including without limitation, deletion or alteration of the contents of the hard drive or data storage media which may occur during service of the Product.
 - If the hard drive of the product is replaced during service, HCL will make no guarantee for data retrieval and the customer is solely responsible for the data integrity, backup and restoration.
 - Customer shall pay HCL an additional repair fee for any additional work, not mentioned in the scope of the Agreement.
 - If a reported problem cannot be reproduced during service, HCL may charge the Customer for costs incurred.
 - If service requires replacement of warranty parts, HCL will supply new or remanufactured parts on an exchange basis. Original parts, once exchanged, become the property of HCL.
- 3. PAYMENT AND CHARGES**
 - A. In consideration of the supply of the Computer by HCL, the Customer shall pay EMI's as specified in the ACO. The EMI's commence from the month of delivery of the Computer to the Customer. All payments will be made by Customer to BSNL, on behalf of HCL, on the basis of bills raised by BSNL for each Billing Cycle. All the EMI's shall be paid along with the BSNL bills as per the due date (hereafter termed as “default date”) for making the payments. The EMI does not include expenses towards repairs, service, consumables, or maintenance of the Computer due to the fault or negligence of the Customer, which are to be incurred by the Customer at his own cost and responsibility. The EMI are payable by the Customer under all circumstances whatsoever including Computer down time.
 - b. In case the Customer fails or delays in making payment of the EMI beyond the Default Date, then HCL shall immediately suspend its Warranty obligations and shall be entitled to repossess the Computer at Customers cost and expense. Additionally in the event of default in payment of any EMI due hereunder, the Customer shall be liable for late charges in EMI payment of Rs 10/- per month till the date such dues are paid to BSNL.
 - c. The EMI's are inclusive of Value Added Tax (VAT) as applicable in the respective states as on the date of the ACO. Any upward changes in the rate of taxes or duties or any other additional taxes shall be borne by the customer.
 - d. The EMI's are inclusive of finance charges based on the SBI PLR rates prevailing on the date of the ACO, upon any upward revision of the SBI PLR rates of more than 1%, HCL reserves the right to correspondingly increase the balance EMI based on such revision.
 - e. EMI's shall be payable regardless of whether the Computer remains unused after installation for any reasons that are outside HCL's obligations under this Agreement. The Customer's obligation to pay the EMI and other amounts due hereunder shall be absolute and unconditional under all circumstances. Customer shall not be entitled to any abatement or reductions of or set off against said EMI or other amounts, including without limitation abatements or deductions due to any present or future claims of the Customer against HCL or any assignee, under this ACO or otherwise, or against any manufacturer, vendor or supplier of the computer or peripherals, nor, except as otherwise expressly provided in this ACO, shall this ACO terminate, or the respective obligations of HCL or the Customer be affected, by reason of any defect in or damage to or loss or destruction of any of the equipment from any cause, the interference with use by any private person, corporation or governmental authority, the invalidity or unenforceability or lack of due authorization of this ACO, or for any other cause, any present or future law or regulation to the contrary notwithstanding, it being the intention of the parties to this ACO that the EMI and other amounts payable by the Customer hereunder shall continue to be payable in all events unless the obligation to pay these amounts shall be terminated pursuant to the express provisions of this ACO.
 - f. In case of a Customer shifting his residence and requiring a re- installation of machine the same would be provided an additional sum of **Rs.500** plus service tax, as applicable.
 - g. During the Warranty Tenure, support for any additional software installation shall be available to the Customer on chargeable basis @ **Rs.350** per visit if the customer so desires.
 - h. The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

4. CUSTOMER'S OBLIGATIONS:

The Customer shall:

- a. Pay the EMI's punctually under all circumstances whatsoever including Computer down time.
 - b. Not sell, assign, sub-let, pledge or part with possession or control of or otherwise deal with the Computer or any interest therein nor purport to do any of such things nor create nor allow creation of any mortgage, charge, lien or other encumbrance on the Computer; Not dispose off, hypothecate, mortgage, pledge or otherwise encumber the Computer in any manner, not permit the same to be put under distress sale or attached or sold in execution of any decree or order of any court or other authority.
 - c. Not change, remove or obscure any labels, plates, insignia, lettering or other markings which are on the Computer at the time of installation thereof or which may thereafter be placed on the Computer by HCL or by any person authorised by HCL;
 - d. Do all things reasonably necessary to protect and defend HCL's title to the Computer against all persons claiming against or through the Customer and shall use all reasonable endeavours to keep the Computer free from distress, execution or any other legal process, and shall forthwith give to HCL notice of any claim or threatened claim to the Computer by any third party; Be responsible for the Computer in the same way as a Bailee (i.e. the customer will exercise due diligence in safe custody of the Computer)
 - e. Not cause or permit the Computer or any part thereof to be attached or affixed to any land or building so as to become a fixture;
 - f. Not move the Computer from the Location specified in the ACO without HCL's prior written consent;
 - g. Not transfer or assign in any manner his interests or rights as Customer in the Computer to any one nor permit the same to be used and operated by any other person under any license or consent.
 - h. Permit HCL and any person authorised by it at all reasonable times to have access to the Location (or such other place where the Computer may be situated) for the purpose of inspecting and examining the condition of the Computer;
 - i. Ensure that in any event, any assignment, demise, charge or other disposition is made subject to the right of HCL to repossess the Computer at any time and for that purpose only to enter upon any such land or building;
 - j. Keep the Computer in a proper and prudent manner in accordance with the operating instructions;
 - k. Save as aforesaid, not attempt to adjust, repair or maintain the Computer and shall not request, permit or authorise anyone other than HCL or any such person authorised by HCL to carry out any adjustments, repairs or maintenance of the Computer;
 - l. Not use in conjunction with the Computer, any accessory, attachment or additional Computer other than that which has been specified by or approved by HCL in respect of the Computer;
 - m. Promptly notify HCL in writing in the case if the Computer needs maintenance or is not operating correctly;
 - n. In the event, the Computer is stolen or destroyed or damaged beyond repairs for any reason, the Customer shall promptly pay to HCL the amount of the unpaid EMI's, interest accrued thereon along with the EMI's for the remaining period.
 - o. The Customer hereby agrees and undertakes to indemnify and keep HCL indemnified against all or any losses, damages, actions, claims, costs, expenses and charges which HCL may suffer in relation to or in consequence of use of the Computer affecting any person or property and/or on account of rejection of any insurance claim of HCL due to Customer's negligence, acts and omissions and/or in protecting, defending, establishing their rights to or title in the Computer.
 - p. The customer understands that he/she is fully liable for loss or damage to the Computer regardless of who is negligent or damages the Computer.
 - q. The customer understands that he/she will be charged a fee for repairs or replacement of lost or damaged Computer at the full cost of the Computer or repair. The customer must immediately notify HCL of any damage to the Computer by written notice at the address above. Selection of method of repair or determination that the Computer is not economically repairable is in the sole discretion of HCL. Fees assessed for lost or damaged Computer are non-refundable and non-transferable. Fees assessed for lost or damaged Computer will not be refunded even if the Computer is found and returned at a later time.
 - r. The customer understands that all repairs and upgrades must be made through HCL and that no user repairs, outside third party services or other repairs are authorized or permitted.
 - s. The customer understands that any incident of theft of the Computer must be immediately reported to the police jurisdiction where the theft occurred and HCL be provided a copy of the F.I.R report no later than 24 hours after the theft is discovered.
 - t. The customer agrees NOT to permit the Computer to be used in violation of any law, permit the Computer to be operated in a reckless or abusive manner, or tamper with any hardware within the Computer. The customer shall comply with all applicable copyright and other regulations regarding the software.
 - u. Failure of the customer to notify HCL of the customer's change in address (permanent or local will cause an immediate revocation of this agreement and all payments will be accelerated and due upon the failure to notify HCL within 48 hours of such change of address or change of status.
 - v. If the Computer is destroyed or so damaged that in the insurer's opinion they cannot be economically repaired (a "Total Loss") THE Customer will pay for the replacement of the Computer, but in respect of any other damage which is not a Total Loss you will pay for the costs of repairing and restoring the Computer to good working order.
 - w. Unless otherwise agreed by us, the Customer shall continue to pay the EMI's in full while any Computer is being repaired. If the Computer is a Total Loss the EMI Agreement for that Computer will terminate automatically and the Customer will immediately pay all arrears of EMI's and other sums due.
- The above obligations of the Customer shall survive the termination or expiration of the agreement.

5. TERM AND TERMINATION

- 5.1 The Validity Period of the Installments of the Computer shall be from the date of the ACO until the termination date as hereinafter defined or payment of all EMI's. Notwithstanding the above, HCL reserves the right to revoke the ACO at any time upon notice to the customer in case any of the following occur:
 - a) Failure to pay the EMI's or any Charges due on or before its due date;
 - b) Is in breach of any other term, undertaking or representation made and does not remedy that breach, within 14 days of receiving a written request to do so from HCL;
 - c) Does or suffer anything which will or may jeopardize HCL's rights in the Computer, including if the Computer is seized by any third party; or
 - e) Discontinues the broadband services of BSNL.
- 5.2 If the customer fails to make payments in accordance with the terms contained herein, HCL may, at its discretion, (i) demand payment in full for the amount of the unpaid EMIs, interest accrued thereon at the rate of SBI PLR plus 2.0% along for the EMIs for the remaining term of the Installment Period and/or (ii) repossess the Computer at the Customer's cost. Additionally, the customer understands that he/she may be subject to criminal prosecution and/or civil liability, and the customer will be assessed the full replacement cost of the Computer, collection fees, and late fees.
- 5.3 **So long as the Customer is not in breach of any of its obligations, undertakings or representations hereunder, it shall at all times have the option to purchase the Computer from HCL upon direct payment to HCL of an amount equal to 90% of the aggregate EMIs for the remaining term of the Installment Period plus a pre-payment charge of Rs. 4500.**

6. EFFECTS OF TERMINATION

In the event of termination of this Agreement, the following provisions shall apply:

- a. The Customer shall pay to HCL all the unpaid EMI's up to the date of termination of the Agreement along with the future EMI that were payable by the Customer.
- b. In the event of a termination by HCL and the customer does not pay the total EMI's, the Customer shall relinquish any claim to possession of the Computer and the Customer shall forthwith re-deliver possession of the Computer in good order and condition to HCL, failing HCL may without notice repossess the Computer and may for that purpose without prior notice enter any of the Customer's premises in which the Computer or any part thereof is or is reasonably believed to be situated (and the Customer hereby irrevocably licenses HCL, its employees and agents to enter upon any such premises for such purpose);
- c. In the event of the termination, the Customer shall not be entitled to any repayment or credit or allowance in respect of any payments previously made by him/her to HCL under the terms of this ACO but all such payments shall be considered as forfeited to HCL and shall not affect any accrued rights or liabilities of HCL nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- d. In case the Computer is repossessed by HCL in accordance with the terms of this agreement, any expenses, costs etc incurred by HCL towards repossession costs, including attorney's fees, court costs and repair of the Computer (if it is found to be damaged at the time or repossession) etc. shall be payable by the Customer along with any other amounts due from it.

7. FORCE MAJEURE

Notwithstanding anything else contained in this Agreement, HCL shall not be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the other party).

8. LIABILITY

Notwithstanding anything else contained in this Agreement HCL shall not be liable to the Customer for any loss of profits or contracts or any loss or damage sustained or incurred by the Customer or any third party or any indirect or consequential loss including without limitation, personal injury or loss of business, profit, revenue, data, or programs, and all other commercial damages or losses, even if HCL had been advised of the possibility of such damages whether arising from negligence, breach of contract or any delay in repair of the Computer howsoever. In no event the cumulative total liability of HCL in respect of all events giving rise to a claim shall exceed the aggregate value of six (6) months of Monthly EMI's received by HCL for the affected Computer.

9. ASSIGNMENT

This contract is personal to the Customer identified in the ACO, and therefore only the person identified overleaf is entitled the benefits and cannot be assigned in favour of any third party.

10. NOTICES

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement.

11. GOVERNING LAW, DISPUTES & JURISDICTION

All disputes, differences and questions whatsoever which shall arise between the parties hereto or afterwards, touching any clause or matter herein contain, shall be referred to sole arbitrator to be appointed by HCL. All such arbitration proceedings shall be held in Delhi in accordance with and subject to the provision of the Arbitration and Conciliation Act, 1996. Any arbitration award made in such arbitration proceedings shall be final and binding on both the parties hereto and shall be enforceable in any court exclusively in New Delhi with jurisdiction over the matter.

12. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way.

13. SUBCONTRACTS

HCL may enter into any subcontract with any person for the performance of any part of this Agreement. However HCL shall not be relieved from any of its obligations hereunder by entering into any subcontract for the performance of any part of this Agreement.

14. CHARGE ON THE COMPUTER AND RECEIVABLES

HCL, at its sole discretion may enter into any arrangement with any financial institution for hypothecating the Computer or securitisation of the receivables from the Customer.

15. ENTIRE TERMS

The Terms and Conditions contained herein supersedes all prior agreements, arrangements and understandings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter hereof. No addition to or modification of any provision of this Terms and Conditions shall be binding upon the Parties unless made by a written instrument signed by a duly authorised representative of each of the Parties. Overriding, conflicting or additional terms mentioned elsewhere shall not apply.

I/we agree that he has fully understood and agrees to the Terms and Conditions as hereinabove contained, which has been explained to me in my local language.

Dated:.....

Place

*.....

Customer Signature / Thumb Impression /Seal

*Signature required

PANCHAYAT / BANK CERTIFICATE

This is to certify that Mr/ Mrs /Ms..... S/o& D/o.....Aged.....is residing at the following address.....village,Block,..... Tehsil.....,..... District..... State:.....Pin Code..... for more than six months and that the present household is:

- Owned house/dwelling.
- Living in above rented house from: ___/___/_____



*
Signature / Thumb Impression of the applicant

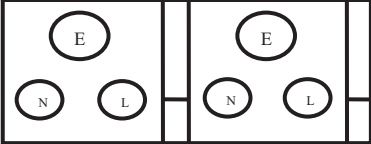
The above mentioned details of the applicant are true and correct and the attached Photograph and is hereby attested. The Signature/thumb impression is attested and has been made in my presence.

*
Name:....., Designation:.....
Village Officer/Sarpanch/ Bank Officer
Official Stamp and Date

SITE READINESS DECLARATION BY CUSTOMER

DATE:.....

This is to confirm that I Have made the following ready for the successful installation of the broadband PC ordered by me.

- | | Please mention (YES/NO) |
|---|-------------------------|
| 1. Table (Size 3' x 2' x 2.5') with chair | <input type="text"/> |
| 2. Clean environment (Dust Free , Concrete construction to avoid leakage) | <input type="text"/> |
| 3. Fan or AC | <input type="text"/> |
| 4. 2* 5A - 3 Pin plug points with the switch (extension board with spike buster) | <input type="text"/> |
| <div style="display: flex; align-items: center;">  <div style="margin-left: 20px;"> <p>L-E Voltage: 220-230 V</p> <p>L-N Voltage: 220-230 V</p> <p>N-E Voltage: < 2 V</p> </div> </div> | |
| 5. UPS of 600 VA capacity with proper battery backup | <input type="text"/> |
| 6. Proper earthing is available (N to E Voltage<2V) | <input type="text"/> |
| 7. Power capacity availability for consuming 600 VA power | <input type="text"/> |
| 8. Telephone connection should be near (within 1 mtr) to the PC | <input type="text"/> |
| 9. Electricity Available Timings | <input type="text"/> |

*
Customer Signature /Thumb Impression

(TO BE CERTIFIED BY BSNL OFFICIAL)

- Customer is an existing BSNL landline customer for 6 months.
- Customer has not defaulted on account of non payment of bill for last 6 months.

Date: *
Place: **BSNL official Sign and Seal.**
Name :..... Designation :.....

(TO BE FILLED IN BY BSNL OFFICIAL)

Documents collected/filled in completely by/from customer:

- Advance DD for Rs 2250 in favor of HCL Infosystems Limited Payable at nearest BSNL SSA Location.
- Octroi or Local Levies received.
- Attestation of credentials of customer from Bank/Panchayat.
- Last month BSNL landline telephone bill.
- Site readiness declaration from customer.
- This customer is eligible to get the USOF subsidy.

Application for booking broadband and HCL PC under USOF scheme :

- Approved
- Rejected

The HCL BSNL BROADBAND PC to be billed, delivered and installed in following address:

Customer name :.....
Full Address:.....
.....
Pin Code :.....
Landline No. with STD code:.....

CIRCLE :..... SSA:.....
Exchange:.....

Date: *
Place: **BSNL official Sign and Seal.**
Name Designation:.....

(TO BE FILLED IN BY HCL)

Demand Draft NO.: DD Date:.....
Bank Name:

Document Received, filled in and signed by concerned:

- Advance DD for Rs 2250 in favor of HCL Infosystems Limited Payable at nearest BSNL SSA Location.
- Octroi or Local Levies received .
- Attestation of credentials from Bank/Panchayat.
- Last month BSNL landline telephone bill.
- Site Readiness declaration.

Date: *
Place: **Signature**
Name :.....

Acknowledgement:

(TO BE FILLED IN BY BSNL)

Received a Demand Draft of Rs 2250/- and Octroi/Local Levies of Rs..... From Mr/Ms
 resident of.....
against
 Form NO:.....via Demand Draft NO:..... in favor of HCL Infosystems Limited
 Dated:..... for supply of HCL PC under the USOF scheme.

Date : *
 Place : BSNL Official Sign and Seal
 Name : Designation:.....

Note:
 Please retain this as a proof of the identity to show to HCL representative at the time of installation of PC at customer's place.
 (Approval for HCL PC and BSNL Broadband connection under USOF Scheme is subjected to verification by BSNL /HCL and the availability of the connections at the particular exchange.)

TERMS & CONDITIONS OF AGREEMENT- CUM-ORDER FORM ("ACO")

HCL Infosystems Limited having registered office at 806 Siddharth,96 Nehru Place, New Delhi-110019 (hereinafter called as "HCL", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) shall provide the Computer on Installment through BSNL. The details of the Computer, Equated Monthly Installments ("EMI") are as specified on the front page of this Agreement-Cum-Order ("ACO") form under the following terms & conditions ("T&C") and You, the Customer ("You" or the "Customer") agree that by signing on the front page and upon tendering the initial Down Payment, you have signified your acceptance to take on installment payment basis from HCL the Computer and agree to all the terms and conditions contained herein:

1. **Scope.**
 - a. Subject to the terms contained herein, HCL shall provide the Computer on Installment payment basis and provide the Warranty service, supply & replacement of defective spare parts of the Computer on account of normal use during the term of the Installment Period (hereinafter "Services") from its service location. The Installment Period, subject to the Terms and Conditions herein contained and receipt of all the EMI, shall be for five (5) years from the month in which the Computer is delivered to the Customer by HCL. The ACO shall be binding on HCL only upon delivery of the Computer, and in case of non-delivery or non-acceptance of ACO by HCL, the down payment received by HCL alongwith the ACO shall be refunded.
 - b. Ownership and Risk: The Computer till the receipt of the final EMI, remain the sole and exclusive property of HCL, the Customer shall have no right or interest in the Computer except for quiet possession and the right to use the Computer upon the terms and conditions contained herein. Notwithstanding the foregoing, risk to the Computer shall pass on to the Customer on delivery of the Computer. The Title and interest in the Computer shall pass to the Customer when all EMI's are paid.
 - c. The particulars stated in the ACO needs to be attested by a bank or by the Panchayat and should be submitted alongwith the Site Readiness Declaration in the specified format. You shall be responsible and liable to ensure that the power, environmental, location for the usage of Computer are as per proper standards expected for Computer. If the electricity quality is not standard you are expected to arrange for deploying Uninterrupted Power Supply (UPS) for using the Computer. No alteration may be made, no attachment fitted or repairs or adjustments done except by HCL.
 - d. Delivery and Inspection: Where the Computer is to be delivered to the customer on the installation date; the customer shall inspect the Computer on delivery and installation and accept the Computer by executing a Installation Note, in the format specified by HCL. The Customer shall promptly notify HCL if the Computer is not satisfactory and shall give reasons for such notification. Signing of the Installation Note shall be deemed as acceptance of the Computer in good and proper working condition and that there is no fault or defect therein. In case the Satisfactory installation note is not received from the Customer, the Customer shall be treated as having executed the note if after delivery the Customer fails to notify HCL within 48 hours of the installation that the Computer is not satisfactory or when that Computer is first put into operational use, whichever is the earlier. The Customer may not cancel or defer the delivery of the Computer after the delivery date without HCL's written approval, which may be subject to payment of cancellation and other charges as notified by BSNL/HCL. During Delivery process, in case the Customer is unavailable or in case Customer's door is found locked or the Customer / other responsible person is not available at home, HCL shall re-deliver the HCL PC on chargeable basis of Rs.300 [plus applicable service tax] for each redelivery effort.
2. **WARRANTY.**
 - a. HCL's warranty for the Computers shall be governed by HCL's standard Warranty statement as delivered to the Customer along with the Computer, some of the relevant portions inter alia are covered herein.
 - b. As part of the Warranty Terms, the Computer, excluding the Keyboard, Mouse and anti-virus software, shall be covered for 60 or 36 Months (as applicable) of Warranty from the Delivery date. The Keyboard, mouse and anti-virus software shall be covered under warranty for a period of 12 months from the date of delivery, beyond 12 months, the same shall be considered as consumables and shall be repaired / replaced on chargeable basis. During the Warranty Tenure, support for any additional software installation shall be available to the Customer on chargeable basis @ Rs.350 per visit if the customer so desires.
 - c. The warranty support for the PC shall be provided from the designated Service Centres as contained in the list provided with the Warranty statement. The designated Service Centres can be modified any time at HCL's discretion. The Warranty support shall be provided as follows:
 - (i) PCs installed < 3KM distance from the nearest designated HCL Service Centre.
 For the PCs installed within 3KM distance of the nearest HCL Service Centre, HCL shall provide on site support. In case the fault as per warranty terms and conditions is not rectified within 7 days from the date of complaint registration at HCL help desk centre, the warranty of the PC shall be increased to the number of days the complaint remains pending. The customer shall ensure providing all the facilities like power, accessibility etc whenever the engineer visits the site in order to achieve the above timelines. The detailed pre-requisites are mentioned in the customer responsibilities of the warranty document sent along with the PC.
 - (ii) PCs installed > 3KM distance from the HCL Service Centre.
 For the PCs which are installed at a distance more than 3KM distance from the nearest designated HCL Service Centre, the customer shall bring the PC to HCL Service centre(s) for repair in case of any malfunction or any defect in the Product covered under this warranty. In case the fault as per warranty terms and conditions is not rectified within 7 days from the date of receipt of PC at nearest HCL Service centre, the warranty of the PC shall be increased to the number of days the complaint remains pending at HCL service center.
 - d. Unless otherwise specified by HCL, you must take delivery of the Computer from HCL Service locations within 14 (fourteen) days of the date provided by HCL. In case of any delay in taking the delivery of the Computer beyond 14 days or the date as agreed by HCL in writing then the customer shall be liable to pay handling charges of Rs. 100/- per day during the period of delay in taking the delivery. In case of delay in taking the delivery of the Computer beyond 30 days, HCL at its discretion may, dispose off the Computer.
 - e. **WARRANTY EXCLUSIONS.** This scope of Warranty excludes:
 - Repair of the product due to accident, misuse, abuse, neglect, improper installation, or improper maintenance;
 - Replacement of missing parts, the provision of retrofits, or preventive maintenance;
 - Installation or removal of accessory retrofits, peripheral Computer like hub, printers, cables and connectors (which are not supplied by HCL);
 - Replacement or fixes of pre-installed software;
 - Replacement of consumable and plastic items;
 - Service made necessary by any external cause, including fire, theft, acts of God, alteration, problems arising from software or hardware not supplied by HCL, power failures or shortages, or repairs by persons other than those authorized by HCL to service the Product;

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- Service of third party products or software not manufactured but sold by HCL that may be installed in or used in connection with the product or Support on application software NOT sold by HCL.
- Service for software related faults resulting from incorrect software installation or usage, or software viruses, or software inherent bugs;
- Service made necessary by use of incompatible third party products;
- HCL accepts no responsibility for any software program, data or other information stored or residing on any media or any part of the product covered by this Agreement, including without limitation, deletion or alteration of the contents of the hard drive or data storage media which may occur during service of the Product.
- If the hard drive of the product is replaced during service, HCL will make no guarantee for data retrieval and the customer is solely responsible for the data integrity, backup and restoration.
- Customer shall pay HCL an additional repair fee for any additional work, not mentioned in the scope of the Agreement.
- If a reported problem cannot be reproduced during service, HCL may charge the Customer for costs incurred.
- If service requires replacement of warranty parts, HCL will supply new or remanufactured parts on an exchange basis. Original parts, once exchanged, become the property of HCL.

3. PAYMENT AND CHARGES

- A. In consideration of the supply of the Computer by HCL, the Customer shall pay EMI's as specified in the ACO. The EMI's commence from the month of delivery of the Computer to the Customer. All payments will be made by Customer to BSNL, on behalf of HCL, on the basis of bills raised by BSNL for each Billing Cycle. All the EMI's shall be paid alongwith the BSNL bills as per the due date (hereafter termed as "default date") for making the payments.. The EMI does not include expenses towards repairs, service, consumables, or maintenance of the Computer due to the fault or negligence of the Customer, which are to be incurred by the Customer at his own cost and responsibility. The EMI are payable by the Customer under all circumstances whatsoever including Computer down time.
- b. In case the Customer fails or delays in making payment of the EMI beyond the Default Date, then HCL shall immediately suspend it's Warranty obligations and shall be entitled to repossess the Computer at Customers cost and expense. Additionally in the event of default in payment of any EMI due hereunder, the Customer shall be liable for late charges in EMI payment of Rs 10/- per month till the date such dues are paid to BSNL.
- c. The EMI's are inclusive of Value Added Tax (VAT) as applicable in the respective states as on the date of the ACO. Any upward changes in the rate of taxes or duties or any other additional taxes shall be borne by the customer.
- d. The EMI's are inclusive of finance charges based on the SBI PLR rates prevailing on the date of the ACO, upon any upward revision of the SBI PLR rates of more than 1%, HCL reserves the right to correspondingly increase the balance EMI based on such revision.
- e. EMI's shall be payable regardless of whether the Computer remains unused after installation for any reasons that are outside HCL's obligations under this Agreement. The Customer's obligation to pay the EMI and other amounts due hereunder shall be absolute and unconditional under all circumstances. Customer shall not be entitled to any abatement or reductions of or set offs against said EMI or other amounts, including without limitation abatements or deductions due to any present or future claims of the Customer against HCL or any assignee, under this ACO or otherwise, or against any manufacturer, vendor or supplier of the computer or peripherals, nor, except as otherwise expressly provided in this ACO, shall this ACO terminate, or the respective obligations of HCL or the Customer be affected, by reason of any defect in or damage to or loss or destruction of any of the equipment from any cause, the interference with use by any private person, corporation or governmental authority, the invalidity or unenforceability or lack of due authorization of this ACO, or for any other cause, any present or future law or regulation to the contrary notwithstanding, it being the intention of the parties to this ACO that the EMI and other amounts payable by the Customer hereunder shall continue to be payable in all events unless the obligation to pay these amounts shall be terminated pursuant to the express provisions of this ACO.
- f. In case of a Customer shifting his residence and requiring a re- installation of machine the same would be provided an additional sum of **Rs.500** plus service tax, as applicable.
- g. During the Warranty Tenure, support for any additional software installation shall be available to the Customer on chargeable basis @ **Rs.350** per visit if the customer so desires.
- h. The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

4. CUSTOMER'S OBLIGATIONS:

The Customer shall:

- a. Pay the EMI's punctually under all circumstances whatsoever including Computer down time.
- b. Not sell, assign, sub-let, pledge or part with possession or control of or otherwise deal with the Computer or any interest therein nor purport to do any of such things nor create nor allow creation of any mortgage, charge, lien or other encumbrance on the Computer; Not dispose off, hypothecate, mortgage, pledge or otherwise encumber the Computer in any manner, not permit the same to be put under distress sale or attached or sold in execution of any decree or order of any court or other authority.
- c. Not change, remove or obscure any labels, plates, insignia, lettering or other markings which are on the Computer at the time of installation thereof or which may thereafter be placed on the Computer by HCL or by any person authorised by HCL;
- d. Do all things reasonably necessary to protect and defend HCL's title to the Computer against all persons claiming against or through the Customer and shall use all reasonable endeavours to keep the Computer free from distress, execution or any other legal process, and shall forthwith give to HCL notice of any claim or threatened claim to the Computer by any third party; Be responsible for the Computer in the same way as a Bailee (i.e. the customer will exercise due diligence in safe custody of the Computer)
- e. Not cause or permit the Computer or any part thereof to be attached or affixed to any land or building so as to become a fixture;
- f. Not move the Computer from the Location specified in the ACO without HCL's prior written consent;
- g. Not transfer or assign in any manner his interests or rights as Customer in the Computer to any one nor permit the same to be used and operated by any other person under any license or consent.
- h. Permit HCL and any person authorised by it at all reasonable times to have access to the Location (or such other place where the Computer may be situated) for the purpose of inspecting and examining the condition of the Computer;
- i. Ensure that in any event, any assignment, demise, charge or other disposition is made subject to the right of HCL to repossess the Computer at any time and for that purpose only to enter upon any such land or building;
- j. Keep the Computer in a proper and prudent manner in accordance with the operating instructions;
- k. Save as aforesaid, not attempt to adjust, repair or maintain the Computer and shall not request, permit or authorise anyone other than HCL or any such person authorised by HCL to carry out any adjustments, repairs or maintenance of the Computer;
- l. Not use in conjunction with the Computer, any accessory, attachment or additional Computer other than that which has been specified by or approved by HCL in respect of the Computer;
- m. Promptly notify HCL in writing in the case if the Computer needs maintenance or is not operating correctly;
- n. In the event, the Computer is stolen or destroyed or damaged beyond repairs for any reason, the Customer shall promptly pay to **HCL** the amount of the unpaid EMI's, interest accrued thereon along with the EMI's for the remaining period.
- o. The Customer hereby agrees and undertakes to indemnify and keep **HCL** indemnified against all or any losses, damages, actions, claims, costs, expenses and charges which **HCL** may suffer in relation to or in consequence of use of the Computer affecting any person or property and/or on account of rejection of any insurance claim of **HCL** due to Customer's negligence, acts and omissions and/or in protecting, defending, establishing their rights to or title in the Computer.
- p. The customer understands that he/she is fully liable for loss or damage to the Computer regardless of who is negligent or damages the Computer.
- q. The customer understands that he/she will be charged a fee for repairs or replacement of lost or damaged Computer at the full cost of the Computer or repair. The customer must immediately notify HCL of any damage to the Computer by written notice at the address above. Selection of method of repair or determination that the Computer is not economically repairable is in the sole discretion of HCL. Fees assessed for lost or damaged Computer are nonrefundable and non-transferable. Fees assessed for lost or damaged Computer will not be refunded even if the Computer is found and returned at a later time.
- r. The customer understands that all repairs and upgrades must be made through HCL and that no user repairs, outside third party services or other repairs are authorized or permitted.
- s. The customer understands that any incident of theft of the Computer must be immediately reported to the police jurisdiction where the theft occurred and HCL be provided a copy of the F.I.R report no later than 24 hours after the theft is discovered.
- t. The customer agrees NOT to permit the Computer to be used in violation of any law, permit the Computer to be operated in a reckless or abusive manner, or tamper with any hardware within the Computer. The customer shall comply with all applicable copyright and other regulations regarding the software.
- u. Failure of the customer to notify HCL of the customer's change in address (permanent or local will cause an immediate revocation of this agreement and all payments will be accelerated and due upon the failure to notify HCL within 48 hours of such change of address or change of status.
- v. If the Computer is destroyed or so damaged that in the insurer's opinion they cannot be economically repaired (a "Total Loss") THE Customer will pay for the replacement of the Computer, but in respect of any other damage which is not a Total Loss you will pay for the costs of repairing and restoring the Computer to good working order.
- w. Unless otherwise agreed by us, the Customer shall continue to pay the EMI's in full while any Computer is being repaired. If the Computer is a Total Loss the EMI Agreement for that Computer will terminate automatically and the Customer will immediately pay all arrears of EMI's and other sums due.

The above obligations of the Customer shall survive the termination or expiration of the agreement.

5. TERM AND TERMINATION

- 5.1 The Validity Period of the Installments of the Computer shall be from the date of the ACO until the termination date as hereinafter defined or payment of all EMI's. Notwithstanding the above, HCL reserves the right to revoke the ACO at any time upon notice to the customer in case any of the following occur:
- a) Failure to pay the EMI's or any Charges due on or before its due date;
- b) Is in breach of any other term, undertaking or representation made and does not remedy that breach, within 14 days of receiving a written request to do so from HCL;
- c) Does or suffer anything which will or may jeopardize HCL's rights in the Computer, including if the Computer is seized by any third party; or
- e) Discontinues the broadband services of BSNL.
- 5.2 If the customer fails to make payments in accordance with the terms contained herein, HCL may, at its discretion, (i) demand payment in full for the amount of the unpaid EMIs, interest accrued thereon at the rate of SBI PLR

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plus 2.0% along for the EMIs for the remaining term of the Installment Period and/or (ii) repossess the Computer at the Customer's cost. Additionally, the customer understands that he/she may be subject to criminal prosecution and/or civil liability, and the customer will be assessed the full replacement cost of the Computer, collection fees, and late fees.

5.3 So long as the Customer is not in breach of any of its obligations, undertakings or representations hereunder, it shall at all times have the option to purchase the Computer from HCL upon direct payment to HCL of an amount equal to 90% of the aggregate EMIs for the remaining term of the Installment Period plus a pre-payment charge of Rs. 4500.

6. EFFECTS OF TERMINATION

In the event of termination of this Agreement, the following provisions shall apply:

- a. The Customer shall pay to HCL all the unpaid EMI's up to the date of termination of the Agreement along with the future EMI that were payable by the Customer.
- b. In the event of a termination by HCL and the customer does not pay the total EMI's, the Customer shall relinquish any claim to possession of the Computer and the Customer shall forthwith re-deliver possession of the Computer in good order and condition to HCL, failing HCL may without notice repossess the Computer and may for that purpose without prior notice enter any of the Customer's premises in which the Computer or any part thereof is or is reasonably believed to be situated (and the Customer hereby irrevocably licenses HCL, its employees and agents to enter upon any such premises for such purpose);
- c. In the event of the termination, the Customer shall not be entitled to any repayment or credit or allowance in respect of any payments previously made by him/her to HCL under the terms of this ACO but all such payments shall be considered as forfeited to HCL and shall not affect any accrued rights or liabilities of HCL nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- d. In case the Computer is repossessed by HCL in accordance with the terms of this agreement, any expenses, costs etc incurred by HCL towards repossession costs, including attorney's fees, court costs and repair of the Computer (if it is found to be damaged at the time or repossession) etc. shall be payable by the Customer along with any other amounts due from it.

7. FORCE MAJEURE

Notwithstanding anything else contained in this Agreement, HCL shall not be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the other party).

8. LIABILITY

Notwithstanding anything else contained in this Agreement HCL shall not be liable to the Customer for any loss of profits or contracts or any loss or damage sustained or incurred by the Customer or any third party or any indirect or consequential loss including without limitation, personal injury or loss of business, profit, revenue, data, or programs, and all other commercial damages or losses, even if HCL had been advised of the possibility of such damages whether arising from negligence, breach of contract or any delay in repair of the Computer howsoever. In no event the cumulative total liability of HCL in respect of all events giving rise to a claim shall exceed the aggregate value of six (6) months of Monthly EMI's received by HCL for the affected Computer.

9. ASSIGNMENT

This contract is personal to the Customer identified in the ACO, and therefore only the person identified overleaf is entitled the benefits and cannot be assigned in favour of any third party.

10. NOTICES

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement.

11. GOVERNING LAW, DISPUTES & JURISDICTION

All disputes, differences and questions whatsoever which shall arise between the parties hereto or afterwards, touching any clause or matter herein contain, shall be referred to sole arbitrator to be appointed by HCL. All such arbitration proceedings shall be held in Delhi in accordance with and subject to the provision of the Arbitration and Conciliation Act, 1996. Any arbitration award made in such arbitration proceedings shall be final and binding on both the parties hereto and shall be enforceable in any court exclusively in New Delhi with jurisdiction over the matter.

12. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way.

13. SUBCONTRACTS

HCL may enter into any subcontract with any person for the performance of any part of this Agreement. However HCL shall not be relieved from any of its obligations hereunder by entering into any subcontract for the performance of any part of this Agreement.

14. CHARGE ON THE COMPUTER AND RECEIVABLES

HCL, at its sole discretion may enter into any arrangement with any financial institution for hypothecating the Computer or securitisation of the receivables from the Customer.

15. ENTIRE TERMS

The Terms and Conditions contained herein supersedes all prior agreements, arrangements and understandings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter hereof. No addition to or modification of any provision of this Terms and Conditions shall be binding upon the Parties unless made by a written instrument signed by a duly authorised representative of each of the Parties. Overriding, conflicting or additional terms mentioned elsewhere shall not apply.

I/we agree that he has fully understood and agrees to the Terms and Conditions as hereinabove contained, which has been explained to me in my local language.

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FORM NO.:

Date of Installation:.....

BSNL landline number with STD code:.....

Customer Name :

Address.....villageBlock.....

Tehsil..... District..... State:..... Pin Code.....

Warranty Period:.....

HCL Order Reference No.:.....

The system has been delivered in good condition, installation done and is working satisfactorily.

NOTE : It is recommended to use UPS for smooth operation of system otherwise system may get damaged due to voltage fluctuation.

.....

HCL Authorized Signatory

*

Customer Signature /Thumb Impression

Customer copy

To be filled in by HCL

FORM NO.:

Date of Installation:.....

BSNL landline number with STD code:.....

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Tehsil..... District..... State:..... Pin Code.....

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HCL copy

To be filled in by HCL