



TEKSAN JENERATÖR ELEKTRİK SAN. VE TİC. A.Ş.  
Osmangazi Mah. Ceyhan Sok. No: 30  
34791 Yenidoğan - Ümraniye  
İstanbul-TR

Tel. No : +90 216 312 05 50 – 312 97 97 Pbx  
Faks No : +90 216 312 69 09 Pbx  
E-mail : [info@teksanjenerator.com.tr](mailto:info@teksanjenerator.com.tr)  
Web : [www.teksanjenerator.com.tr](http://www.teksanjenerator.com.tr)

To:  
Att.:  
c.c.  
Tel:  
Fax:  
From:  
Subject: Periodic Maintenance Agreement

Date:  
Our reference:  
Pages: 3 (including cover)  
e-mail:  
Your reference:

Dear .....

Further to your inquiry, please find the enclosed offer on a periodic maintenance agreement for your generator set.

With our best regards,

## PERIODIC MAINTENANCE

Teksan Jeneratör groups its technical services under two categories: Maintenance Services, and Technical Support and Failure Services. This grouping has been made to ensure full customer satisfaction. Our head office in Istanbul and our network of dealers throughout Turkey are at your service 7 days a week and 24 hours a day.

### **Why is a periodic maintenance agreement is needed?**

After a generator set is started up, it must be checked and maintained in accordance with the manufacturer's General Maintenance Schedule and its consumables must be replaced. Such maintenance must be performed within and after the warranty term of the product. This is especially important in terms of the warranty conditions.

Furthermore, the generator set might suffer various failures or problems during operation. Frequency of such maintenance checks is in direct proportion with the generator's operation time. If a generator is not operated in accordance with the instructions specified for it, the General Maintenance Schedule is not respected, and temporary measures are taken instead, the service life of the generator might shorten, and time and materials losses might be suffered.

Even if a user has competent technical personnel, they will not be able to match the speed and cost-efficiency of professionals specialized in correcting various failures of generators and providing spare parts for various brands and models of generators. Given that generators are

imported to this country, it is a national task for everybody involved to obtain high performance from them and to prolong their service lives.

In conclusion, periodic maintenance services are advantageous in ensuring your generator to run in an efficient and problem-free way, to correct its failures as soon as possible, and to take preventive measures against potential failures.

## **PERIODIC MAINTENANCE AGREEMENT**

This agreement has been entered into by and between:

**Teksan Jeneratör Elektrik Sanayi ve Ticaret A.Ş.** having offices at Osmaniye Mahallesi, Necip Fazıl Caddesi, Ceyhan Sokak No.30, Yenidoğan 34791, Ümraniye Istanbul (hereinafter referred to as “Teksan”)

and

.....  
having offices at .....

.....  
(hereinafter referred to as the “Customer”).

1. The parties agree that periodic maintenance services will be given to the ..... type of generator owned by the Customer.
2. The above mentioned periodic maintenance services will be provided by TEKSAN or an authorized service shop of TEKSAN.
3. Periodic maintenance services will be provided at the Customer’s site for the generator and before the representatives to be appointed by the Customer.
4. Spare parts and consumables used for such maintenance will be invoiced to the Customer.
5. If the generator suffers a failure, TEKSAN’s service team will start correcting it as soon as possible except for such force majeure as accident, traffic congestion, natural disaster, etc. and not charge any service fee except for spare parts needed for such repair.
6. Failures suffered by the generator must be notified to TEKSAN by a security officer, technical executive, manager or director of the Customer. Failures notified by other personnel of the Customer will be ignored. If such notice turns out to be groundless, labor fee and travel costs of the technician dispatched to the Customer will be invoiced to the Customer.
7. Warranty period for spare parts used for any purposes other than maintenance services will be 1 year.
8. Periodic maintenance, check or repair services will be provided in the site of the generator. If such failure or revision requires to remove any of the generator’s main units (engine, alternator, radiator, chassis, etc.), spare parts and labor fee will be invoiced to the Customer.
9. Periodic maintenance services will include checking the diesel engine and alternator of the generator, performing functions tests and checks on the generator, its control panel and its transfer panel, performing tests on load, general cleaning, and delivery of the generator in good operating condition. Lubricant, oil filter, diesel filter and air filter of the generator will be changed once a year or after every 200 hours of operation. In addition to the periodic maintenance services, the Customer will arrange daily and weekly checks for the generator.
10. After periodic maintenance services are provided, the service team will issue a maintenance form and give a copy thereof to the Customer.

11. Only the materials approved by TEKSAN must be used with the generator, and persons not authorized by TEKSAN must not be allowed to provide technical services for the generator.

12. A 10% discount will be provided to the Customer for the list prices of spare parts.

13. Periodic maintenance service fees for various periods are set forth below. If such fee is denominated in a foreign currency, it will be converted to New Turkish Lira (YTL) at the exchange rate offered by the Turkish Central Bank (TCMB) on the date of the relevant invoice. The following fees exclude value-added-tax (VAT).

GENERATOR MODEL	PERIOD		
	MONTHLY	EVERY TWO MONTHS	EVERY THREE MONTHS
PREFERENCE →			

14. TEKSAN undertakes to provide periodic maintenance services for your generator for a period of one (1) year hereunder. Periodic maintenance services will be provided once a month.

15. Periodic maintenance service fee will be paid in cash or be remitted to TEKSAN within 15 days as from the date of this agreement. If the Customer fails to pay said fee within this period, TEKSAN will be entitled to refuse to provide said services at its discretion.

16. If the Customer is a body corporate, it must submit a copy of the Turkish Business Registration Journal where its articles of incorporation were published, a certificate issued by the relevant chamber of commerce, and a copy of its certificate of authorized signatories to TEKSAN.

17. Obligations specified in this agreement will not be transferred or assigned to a third party.

18. TEKSAN's emergency telephone numbers: 0216-312 0550 (pbx), 0532-255 5603, 0532-625 9138, 0532-707 2288, 0533-621 2788.

19. The term of this agreement will start when it is signed by the parties. The parties are entitled to terminate this agreement by giving a written notice to the other party 30 days in advance.

20. This agreement will be automatically renewed for one (1) year and the service fees specified in will be automatically increased as much as the annual TÜFE Price Index published by State Institute of Statistics (D.I.E.) unless any of the parties gives a written notice to the other party 30 days before the expiry date of this agreement.

21. This agreement consists of 21 articles, all of which are an integral part hereto. The parties agree to submit to jurisdiction of the courts and bailiff's offices in Istanbul for disputes which they might have with each other in connection with this agreement.

Date: .....

TEKSAN JENERATÖR ELEKTRİK SAN. VE TİC. A.Ş.	
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