

# Penguin Air Conditioning Maintenance Agreement

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## The Parties:

### a) The Client

ACME LTD  
NIF: 502283546  
Customer Example  
Villa A, Customer

### b) The Contractor

Penguin Air Conditioning (Springboard LDA)  
NIF: 508662265  
Av. Eng Duarte Pacheco, 222 , Almancil, 8135-104

Agreement No: 1 Date: 29/01/2009 15:24:23

This agreement is between the above two parties and is for a period of one year from the date above. If the agreement is signed by a villa management company then the villa management company act as agent for the owner of the property. The agreement is automatically renewed unless either party gives notice.

## Schedule of Charges:

The First year of the agreement between:

**PENGUIN AIR CONDITIONING** AND **ACME LTD**  
(Springboard Lda) NIF: 502283546

Is listed and charged per year in the attached invoice with this agreement, and payable on the first scheduled visit.

The Fee Structure is:  
€35 plus IVA for 1 unit  
€65 plus IVA for a "medium villa" with under 5 units  
€95 plus IVA for a "large villa" with over 5 units and under 12 units  
Any location with over 12 units is charged at a negotiable rate

The subsequent years are to be increased by the Portuguese inflation rate difference.

Additional service/repair work, if requested, is to be carried out at the following preferential rates.

- Service Engineer €25 per hour plus IVA
- Cost of materials plus IVA

The above rates can be changed at the discretion of Springboard Lda.

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## Equipment:

The Schedule of Equipment

The following equipment is covered by the agreement number:

<b>Location</b>	<b>Type</b>	<b>Manufacturer</b>	<b>Indoor Model No</b>	<b>Outdoor Model No</b>
Bedroom 1	Inverter Split	Mitsubishi	MSZ-GC25VA	MSZ-GC25VA
Bedroom 2	Inverter Split	Mitsubishi	MSZ-GC25VA	MSZ-GC25VA
Lounge	Inverter Split	Mitsubishi	MSZ-GC35VA	MSZ-GC35VA
Kitchen	Inverter Split	Mitsubishi	MSZ-GC35VA	MSZ-GC35VA

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## Schedule Of Work:

Two visits every 12 months ( first visit - 6 months from installation date where this contract is part of an installation).

## Tests Carried Out:

### INDOOR UNITS:

- Cycle through modes of operation
- Check on/Off air temperatures
- Check Fan bearings
- Check for vibration/ noise
- Leaktest connections and coils
- Flush indoor condensate pipe
- Clean condensate pump
- Clean or Replace Indoor Air Filters
- Clean Indoor fan scroll
- Clean Indoor heat exchanger
- Clean Indoor condensate drip tray
- Record indoor operating data
- Check the indoor earth continuity
- Check the indoor electrical insulation

### OUTDOOR UNITS:

- Clean or Replace Outdoor Air Filters
- Check security of outdoor mountings
- Check outdoor compressor oil level
- Check for outdoor vibration/ noise
- Check Outdoor Fan motor
- Check outdoor Fan bearings
- Check the outdoor coil is free from obstructions
- Leak test outdoor connections and coils
- Test safety devices
- Check refrigerant pressure (if a problem is detected – as pressure will be lost as a result of testing)
- Record outdoor operating data
- Clean outdoor heat exchanger
- Check casings for corrosion and rust spots
- Check pipe work supports
- Check the outdoor earth continuity
- Check the outdoor electrical insulation

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## Client's responsibility:

- 1.) The client is to allow access to the contractor at all reasonable times for the work to be carried out.
- 2.) The client is to provide all necessary utilities for the tests and service to be carried out.
- 3.) This agreement does not cover faulty equipment and the client will be contacted for agreement to pay for small parts and associated labour charges that are necessary for the equipment to be left in operable condition, and if approval cannot be granted for any reason the equipment will be left in a faulty state for repair in a subsequent visit.
- 4.) The client agrees to settle all outstanding accounts within 30 Days.

## Contractor's responsibility:

- 1.) The contractor is committed to carryout the work diligently and to leave the premises and equipment in a clean and safe state.
- 2.) The contractor shall carryout the work on the agreed date unless emergency conditions prevent such occurrence.
- 3.) The contractor shall carryout any suitable additional work at agreed rates that are required by the client.
- 4.) Where the contractor's own operatives did not carry out the original installation, the contractor is duty bound to advise the client of potential problems.
- 5.) The contractor promises to purchase the best quality parts at economic price.

Client Signature:

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Contractor Signature:

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