

Public contract for elevator maintenance

In accordance with [Article 387](#) of the Civil Code of the Republic of Kazakhstan, KONE KAZAKHSTAN LLP, represented by the Director Mr. Ochirov D.V., acting on the basis of the Charter, hereinafter referred to as the Service Provider, on the one hand, and the owner (tenant) of the residential premises, hereinafter referred to as the Consumer, on the other hand, have concluded this Contract on the following:

Basic concepts used in the Contract:

- 1) Consumer - owners or tenants of premises (apartments) using the services of elevators in Almaty, Astana;
- 2) The service provider is KONE KAZAKHSTAN LLP, which provides elevator maintenance services to consumers.
- 3) Elevator maintenance - dispatching and a set of measures to maintain and restore the operability or serviceability of the elevator facilities when used for their intended purpose.
- 4) Elevator facilities - a complex of construction, engineering structures and systems designed for lifting and lowering people and (or) cargo in the cabin.
- 5) Condominium is a form of ownership of real estate, in which the premises are individually (separately) owned by citizens, legal entities, the state, and the common property belongs to them on the right of common shared ownership.
- 6) The condominium object is a single property complex consisting of residential and non-residential premises that are individually (separately) owned by individuals and legal entities, the state, and common property that belongs to them on the right of common shared ownership.
- 7) ABCF is the authorized body of the condominium facility.
- 8) REIS during the OLM - rules for ensuring industrial safety during the operation of lifting mechanisms (Approved by the Order of the Minister for Investment and Development of the Republic of Kazakhstan dated December 30, 2014 No. 359).
- 9) The authorized body is the Agency for Regulation of Natural Monopolies and Protection of Competition.

1. Subject of the Contract

1.1. The Service Provider, in accordance with the terms of this Contract, is obliged to ensure the uninterrupted operation of elevator equipment that meets the requirements of REIS during the OLM.

1.2. Consumer properties and the mode of providing elevator maintenance services as an object of increased danger must comply with the requirements of the current legislation of the Republic of Kazakhstan.

1.3. The validity of this Contract extends its relations from 01.05.2023.

1.4. The consumer is considered to have joined the terms of this Contract from the moment of using the elevator in the corresponding house located at the address: Almaty, Auezov district, Navoi str., 37.

2. Cost and procedure of payment for services

2.1. The consumer pays for the use of elevators according to the current tariff agreed with the authorized body (without electricity and cleaning of the elevator cabin).

The amount of the tariff for elevator maintenance is defined in the elevator maintenance contract concluded with the management body of the corresponding consumer's house (APO/condominium /LLP, etc.).

2.2. The cost of services, as well as other terms of the Contract, are set to be the same for all consumers.

2.3. The fee is charged to all residents of the house. Payment must be made monthly no later than the 25th day of the month following the settlement, on the basis of a single payment document, in accordance with the "[Rules](#) for provision of utilities" approved by the Decree of the Government of the Republic of Kazakhstan dated December 7, 2000, No. 1822.

2.4. In case of delay by the owners of the Customer's premises of mandatory payments against the tariffs for elevator maintenance for each overdue day, starting from the first day of the following month, a penalty is charged on the amount of the debt.

2.5. The cost of emergency repair of the elevator, need for which arose as a result of violations of the rules of operation on the part of the Consumer or intentional damage, is paid by the Consumer additionally after signing of the relevant act by both Parties.

2.6. This contract does not take into account the work on the overhaul of elevators. It is carried out under an additional contract on the basis of an estimate with a mandatory attachment of a defective statement and a subsequent mark in the elevator passports.

3. Rights and obligations of the Consumer

3.1. The consumer has the right to:

3.1.1. Receive elevator maintenance services in accordance with the REIS during the OLM.

3.1.2. Use a technically serviceable elevator.

3.1.3. Get information about the technical characteristics of the elevator.

3.1.4. Receive information about the correctness of the application of tariffs for services provided.

3.1.5. Require the Service Provider to eliminate the identified deficiencies within the time limits set by the Contract ([clause 4.2.6](#). Contract).

3.1.6. To judicial protection in accordance with the current legislation of the Republic of Kazakhstan in case of violation of his rights.

3.2. The consumer is obliged to:

3.2.1. In a timely manner, within the terms established by this Contract, make a payment for the services rendered.

3.2.2. Take care of the elevator and elevator equipment.

4. Rights and obligations of the Service Provider

4.1. The Service provider has the right to:

4.1.1. Receive timely payment from the Consumer for the services provided and take measures provided for in this Contract in case of violation of payment deadlines. If the payment for services is delayed by the Consumer, the Service Provider has the right to file a property claim in accordance with the current legislation of the Republic of Kazakhstan.

4.1.2. Temporarily disable the elevator(s) for maintenance, scheduled repairs of the elevator(s), as well as to eliminate emergency requests.

4.1.3. Stop operation of elevator(s) in case of non-compliance of the technical condition of elevator (s) and elevator equipment with the requirements of the REIS during the OLM, as well as in case of non-fulfillment by the Consumer of contractual obligations.

4.2. The Service provider is obliged to:

4.2.1. Perform all mandatory services in accordance with the requirements of the manufacturer, the REIS during the OLM and contracts with the ABCF, as well as the schedule of scheduled preventive work.

4.2.2. Perform the following types of work according to the technical process:

- maintenance of elevators by highly qualified specialists – electricians and an elevator operator. The elevator operator's working hours: on weekdays: Mon-Fri from 8.00 am to 5.00 pm.
- round-the-clock emergency elevator maintenance;
- monthly technical inspection of elevators;
- annual scheduled repair of elevators;
- maintenance of elevator dispatcher communication and alarm system (EDCAS);
- annual periodic technical inspection of elevators, as well as technical inspection provided

for in [Article 393](#) of the REIS during the OLM.

4.2.3. Ensure the daily uninterrupted operation of elevators. It is not considered the idle time of the elevator:

- monthly maintenance within 12 hours;
- carrying out annual scheduled repairs within 48 hours;
- elimination of emergency applications within 24 hours;
- power outage in houses by district RES for less than 24 hours.

4.2.4. Inform the Consumer about the change in the tariff for the operation of elevators at least 10 days before their introduction by publishing in the media.

4.2.5. Inform through the ABCF about the scheduled preventive maintenance of the elevator 24 hours before they start.

4.2.6. Eliminate reasonable claims on the part of the Consumer to the quality of services according to the schedule agreed by both Parties.

4.2.7. To recalculate the payment for services during the downtime of the elevator(s) in excess of the terms established by this Contract due to the fault of the Service Provider, if there is a corresponding act signed by the authorized representative of the Service Provider and the Consumer.

5. Responsibility of the Parties and settlement of disputes

5.1. The service provider bears full responsibility (material, criminal), provided for by the current legislation of the Republic of Kazakhstan, for non-fulfillment of its obligations, consequences of which entailed harm to health of persons using the elevator.

5.2. In case of late payment, the Consumer pays the Service Provider a penalty in the amount of 0.1 percent of the amount of unpaid services for each day of delay, starting from the 10th of the next month.

6. Force majeure circumstances

6.1. Neither Party shall be liable to the other Party in the event of force majeure, that is, force majeure (natural disaster or other circumstances that cannot be foreseen or prevented), as well as military actions, strikes, entailing non-performance or proper performance of the Contract.

6.2. In case of force majeure circumstances, the Service Provider notifies Consumers about it through the official mass media within five working days from the date of their occurrence.

6.3. The obligations of the Parties under the Contract may be suspended for the duration of force majeure circumstances, but only to the extent that such circumstances prevent the Parties from fulfilling the circumstances under the Contract.

6.4. If the force majeure circumstances last for 3 months or more, each of the Parties has the right to terminate the Contract, provided that the other Party is notified in advance at least twenty calendar days before the date of the intended termination. At the same time, the Parties undertake to make all settlements under the Contract within 30 calendar days.

7. Dispute resolution procedure

7.1. All disputes are resolved by mutual consent or in the courts of the Republic of Kazakhstan.

7.2. Issues not regulated in this Contract are considered in accordance with the provisions of civil legislation and other regulatory legal acts of the Republic of Kazakhstan.

7.3. Expert evaluation in case of disagreement between the Service Provider and the Consumer on the technical condition of the elevator(s) is carried out by an organization that has a corresponding license ("Kazakhstan Center for Technical Expertise and Certification of Escalators and Elevators").

8. Term of the Contract

8.1. This Contract is public ([Article 38 7](#) of the Civil Code of the Republic of Kazakhstan) and comes into force from the moment of its publication in the mass media and applies to relations that have arisen since 01.05.2022.

8.2. The entry into force of this Contract does not release the Party from the fulfillment of mutual obligations that arose before its entry into force.

8.3. The contract is considered concluded for an indefinite period.

9. Legal address and details of the Service Provider: "KONE KAZAKHSTAN" Limited Liability Partnership

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