

WARRANTY POLICY



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Warranty Policy

By purchasing any product of **WHITELION SYSTEMS PVT. LTD.**, you agree to the terms and conditions of warranty of that product as mentioned below:

We, **WHITELION SYSTEMS PVT. LTD.**, herein referred to as a "Company", provide warranty after installation to end users as per annexure available on our website www.whitelion.in. The warranty assures that the company will repair/replace the product or part of the product on manufacturing defects within the warranty period. Any service or visit after the warranty period may be a chargeable service/visit. Any service/visit within a warranty period will be chargeable if there are found any issues other than manufacturing defects.

To avail installation by company personnel, charges will be applicable as per product.

1. The applicable warranty period commences from the date of purchase or 6 months additional from the date of manufacturing, for each relevant Product (hereinafter defined) under the categories of Normal Household Use Only and Commercial Use Only. During the said applicable warranty period, **WHITELION SYSTEMS PVT. LTD.** (hereinafter referred to as "We", "Us" or "Our") will furnish without charge labour, transport, and/or replacement parts (or pay for same) necessary to repair or replace the Product specified under the warranty card ("Product") due to defects in the material or manufacturing faults subject to the terms and conditions hereunder.
2. This limited local warranty ("this warranty") does not cover minor imperfections in Products that meet design specifications or imperfections that do not materially alter functionality. We make no satisfaction guarantees, performance guarantees, risk-free guarantees, error-free guarantees, any express or implied warranties including but not limited to fitness for a particular purpose, performance, use or merchantability. Whether by statute, common law or otherwise are excluded to the maximum extent permissible by applicable laws.
3. **TIME FOR SERVICE:** Service will be available during Our Operation Hours.
4. **PLACE OF SERVICE.** Service will be provided on-site or at the location of Our Customer Service Center depending on the type of warranty covering the Product.
5. To be eligible for the warranty coverage, (i) You will have to show the invoice that came with the Product; and/or (ii) Show valid proof of purchase as and when required. Please note that Products that are not registered under the terms and conditions herein, without valid proof of purchase and/or with proof of purchase that has been altered or illegible, shall be deemed to be outside the cover of this warranty.

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6. If there are any missing part(s), faults and/or defects which do not conform to the sales contract, invoice or packaging ("Defects") which can reasonably be discovered through visual inspections on the date of purchase or immediately thereafter must be reported within seven (7) days of the date of purchase, failing which, no Defects will be deemed to be present at the time of purchase. Claims relating to such Defects must be supported in writing by; or processed through, the authorized distributor or retailer where you have purchased the Product.
7. If the customer has defaulted in payments of any of its dues to the dealer/retailer/distributor, this warranty shall stand suspended till the time the customer clears all his dues and such shall be counted in calculating the total period of warranty. In this type of circumstances, the Company reserves the right to repair/replace under this policy at its discretion.
8. In case of support, the customer shall report their complaint through proper channels only.
9. We reserve the right to impose charges for services on the Product which are outside the cover of the warranty. We also reserve the right to decline to provide service where the Product is obsolete, no longer deemed serviceable or replaceable for any reason. Products after servicing or inspections must be collected within three (3) months from the date of notification. We may dispose of the Product which remains uncollected after three (3) months, without notice to you, in any way We deem fit and We may also claim any damages from you including any costs for the storage of the Product. We reserve the right of lien for unpaid charges.
10. Time shall not be of the essence as our services can be inadvertently affected by factors outside our control. We shall not be liable for any losses or damages howsoever arising out of delays, loss of use, etc.; nevertheless, We shall make reasonable efforts to inform you in the event where the service may exceed 5 working days from the date of service request.
11. If the Product or a unit, consumables, part or subassembly requires repair, We may, at Our option and discretion, repair, replace or exchange it with an equivalent Product, unit, consumables, part or subassembly that is new or refurbished. We will retain the replaced part or Product that is exchanged during service as Our property, and the replacement part or Product will become your property. Repaired, replaced or exchanged parts or Products will continue to be under warranty for the remaining Product warranty period.
12. If service is required, you agree to make the Product reasonably accessible to Us. Products not reasonably accessible or cannot be safely accessed will be deemed to be outside the cover of this warranty.

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13. This warranty is good only to the person named as the owner of the Product in the invoice and the Product whose serial and/or model number corresponds with the Product Installation Location specified under the Product registration portal and is not assignable and/or transferable.
14. We shall reserve the right to vary the coverage or refuse to cover Products which, in Our records, are indicated as "End-of-Line" or "Clearance".
15. We shall reserve the right to vary, modify or change the terms and conditions herein due to change(s) in the availability of services, Products and/or spare parts or to comply with applicable policies, rules, regulations and law, without notice.
16. **LIMITATIONS OF COVERAGE** – This warranty does not cover:
- (i) Any Product purchased outside India.
 - (ii) Damage, fault or failure due to alteration or repairs made by anyone other than Us, or the use of supplies and accessories other than those manufactured by Us.
 - (iii) Damage, fault or failure due to causes beyond Our control including, but not limited to, repairs necessary due to operator negligence, improper installation, damage caused by spillage of foods/liquids, wrong usage of electrical supply and voltage, abnormal voltage, excessive heat, dust, corrosive surroundings, chemical reaction, failure to maintain the Product, failure to operate or use the Product according to instructions, accident, mishandling, misuse, tampering, vandalism, theft, fire, lightning, flood, wind, freezing, power failure, static, normal wear and tear, pests, vermin, foreign matter entering the Product, inadequate or excess power supply, unusual atmospheric conditions, or acts of war or acts of God.
 - (iv) Damage, fault or failure resulting from software, virus(es), electrical wiring and connections, user facilitated minor adjustments and settings, external antenna or local reception problems, structural problems of your premises, inaccessible Products or parts, negligence, misuse, tampering or abuse, whether willful or not.
 - (v) Damage, fault or failure due to improper transportation, inappropriate storage conditions or materials, improper ventilation, reconfiguration of the Product, movement of the Product.
 - (vi) Damage, fault or failure due to or arising out of, transit or delivery, packing, unpacking, assembly, installation, routine maintenance, dismantle, relocation or removal.

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- (vii) Non-failure problems that do not require parts and intermittent issues, including without limitations, reception and/or incompatibility issues, demonstration, training, reminders, adjustments, set-up, installations, battery change, replenishing of consumables, short circuit, routine maintenance and servicing, periodic check-ups, cleaning, checking of improper operation or incorrect use. We will not pay for adjustments or repairs required because of conditions at your location or specific to you.
- (viii) Products where the serial number is removed, defaced or made illegible, parallel imported sets, Products purchased overseas or from non-authorized dealers or retailers, second-hand sets, Products sold "AS IS", "REFURBISHED" or bearing similar notations.
- (ix) Cosmetic defects, reduced or impaired functionality, reduced lifespan or limitations of Products which, in Our records indicate, are second hand, "Used", "Refurbished", "Open Set" or "Display Sets".
- (x) Any utilization of a Product that is inconsistent with either the design of the Product or the way the manufacturer intended the Product to be used. Any installation and/or modifications that prevents normal service. Any cases in which a reasonable manufacturer of such a Product would not honour the warranty of the Product.
- (xi) Normal wear and tear and cosmetic damage such as but not limited to corrosion, scratches, dents, rust, stains. Non-functional parts such as, but not limited to, plastics and finishes. Expendable or lost items, such as but not limited to cables, earbuds or headphones.
- (xii) Consumables. Consumables are defined as any part or component of an expendable nature and/or any item that is designed to be consumed (wear out) during the life of the Product, regardless if it is consumer replaceable or not and whether such consumables originate from Us or not. Consumable items include without limitation, replacement parts, gas refills, refrigerant and other miscellaneous materials for the Product, installation materials, which include without limitation, inlet/outlet hoses, insulation materials, copper piping, PVC piping and electrical wiring.
- (xiii) Consequential losses and/or damages as a result of malfunctioning of, damage to, failure of an operating part of the covered Product, or damages, fault or failure as a result of any repairs or replacements under this warranty. Damages, fault or failure caused by delays in the rendering of Our services or loss of use during servicing or otherwise awaiting parts are not covered. You are responsible for creating backups of all your data and software regularly.

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(xiv) Damages, fault, failure, imperfections, caused by abuse, tampering, illegal use, negligence, prolonged use or operation.

(xv) Products that are leased, rented, used exceeding normal limits, used continuously and/or subject to abuse, unreasonable, abnormal or extreme operations.

(xvi) Invoice is altered, defaced or erased in any manner whatsoever.

We reserve the right to charge you for any reasonable and applicable costs and expenses (at prevailing rates) relating to or arising out of the repair or replacement under these excluded circumstances.

17. Product warranty may vary from country to country. This limited warranty is only applicable to Products purchased from Our authorized dealers and retailers in India. Servicing is available only in India. The Product when covered under this limited manufacturer warranty shall include only its original configuration, design or specifications. Unless otherwise provided herein, coverage does not and will not apply to any consumable items, non-functional parts, accessories that are used in conjunction with or to enhance the performance of the covered Product.
18. To the maximum extent possible under applicable laws, we (including our affiliates, our agents and contractors) will not under any circumstances or under legal theory (whether based in contract, tort or otherwise) be liable for any indirect, incidental or consequential losses and/or damages, including without limitation, property damage, lost time, loss of use, loss of data, delays in servicing or the inability to render service on any covered Product.
19. The defective Products or parts thereof covered under this warranty shall be repaired or replaced (with comparable and/or refurbished equipment or parts) as determined by us at our sole discretion free of charge. To save for personal injury and death caused by our negligence and to the maximum extent permitted by applicable laws, the remedies in this warranty are your sole and exclusive remedies and our liability, howsoever arising out of, relating to or in connection with this warranty, shall not under any circumstances exceed the Product purchase price.
20. None of Our employees, distributors, dealers, retailers, contractors, agents has the authority to vary, modify or amend any of the terms and conditions of this warranty.
21. Our decisions regarding all matters concerning this warranty shall be final and binding.
22. This warranty is governed under the laws of India and does not affect your statutory

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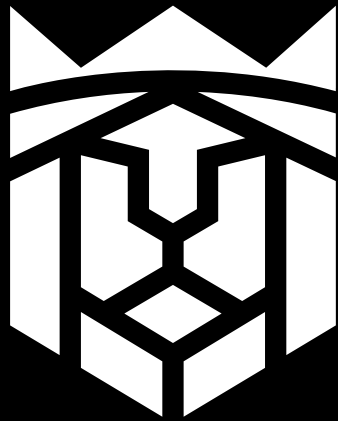
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rights as a consumer in any way.

23. This policy is issued at Surat, Gujarat, India and courts here shall have exclusive jurisdiction on matters covered by or arising out of this policy. The customer agrees to the exclusive jurisdiction at the court of Surat, Gujarat, India

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For Additional Information Contact Us

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