# **EXTENDED WARRANTY PROTECTION**

### ELIGIBILITY:

This Extended Warranty Protection ("EWP") pack sets forth the extended domestic warranty responsibilities of TVS Electronics Limited ("TVSE") towards specific products manufactured by TVSE ("Product") to the original end-user purchaser of Product ("**YOU / YOUR**"). This EWP can be opted only by retail customers not owning more than 5 devices of the same model. YOU have opted to purchase this EWP within 90 (ninety) days of purchase of Product. This EWP cannot be purchased at a later date. For more information on manufacturer's standard warranty of Product, please refer to TVSE's official website: www.tvs-e.in.

### **DURATION:**

This EWP increases the term of the manufacturer's warranty as applicable to the Product for another 12 months i.e. from 13<sup>th</sup> month to the 24<sup>th</sup> month (excluding Factory Seconds / refurbishments), (the **"Extended Warranty Period**").

During the Extended Warranty Period, if the Product is found by TVSE to be defective and covered under this EWP, TVSE may at its absolute and sole discretion, repair the defective portion of the Product without charge to YOU after verifying your proof of purchase and registered EWP certificate.

### COVERAGE:

YOUR coverage under EWP is as follows:

- The EWP shall cover Labour Cost, Parts Cost excluding PRINT HEAD and Parts logistics cost, if required.
- TVS-E may repair or replace hardware parts during the EWP coverage;
  - With parts which are equivalent in performance to the Product being repaired or replaced
  - With parts which may contain remanufactured / re-engineered/ equivalent alternate part(s) with performance parameters equivalent to the similar new part(s), for performing the EWP services.
  - EWP covers only mechanical and electrical failures of Products that occur during normal use and does not cover its accessories like casing, Top cover, data cable, full housing etc.
  - In the event of repairs or replacement of any part(s), during the EWP period, the EWP of the Product shall thereafter continue only for the balance EWP period.
  - The replaced / defective spare parts shall become the property of TVS-E
  - The EWP does not include consumables and external plastic parts.
  - Print head is excluded from EWP.

# SUPPORT:

• For product breakfix, you shall contact one of TVS-E's after-sales service helplines.

- TVS-E will register service incidence call in its CRM, based on YOUR request. YOU shall be given a reference call ticket number. Service incidence calls shall be attended & resolved on best efforts basis.
- Onsite service is available only for printers and scanners. Keyboards shall be serviced/ replaced through walk-in or carry-in service from the nearest TVS-E authorized service centers.

# **CANCELLATION OF EWP:**

YOU cannot cancel the EWP before the completion of the Extended Warranty Period. There shall be no refund of the fees paid for availing the EWP package.

# **EXCLUSIONS AND LIMITATIONS:**

The standard manufacturer's warranty conditions will otherwise apply unaltered to this EWP subject to the Exclusions and Limitations as stated herein. The EWP service will be performed by trained engineers.

This Extended Warranty does not apply to (as determined by TVSE):

- i. Software, Applications, OS & interfacing parts
- ii. Use of Ribbon cartridge or defect resulting from the Electronics Board, Print head damage /failure
- iii. Print Head Pin breakage due to use of improper ribbons / stationeries, platen knob breakage due to improper use
- iv. Operation outside the published operating specifications for the Products
- v. Parts found Missing/Broken/Damaged/Tampered/Lost/Theft due to YOUR negligence/misuse or resulting from the use of attachments, accessories, or alterations shall not be covered under the pack
- vi. Repairs of the Product due to accident, misuse, abuse, neglect, or improper maintenance is not covered. Failure due to improper site conditions or maintenance, power fluctuations, inadequate electrical fittings/ connections causing damage to Product(s) rain or weather conditions, liquid spillages, voltage spikes, rodent bite, acts of god like floods, lightening, earthquakes etc. or causes other than ordinary use is are excluded
- vii. normal wear and tear to a Product;
- viii. if the Product is opened, modified, or repaired by any un authorized person. Unauthorized repair or replacement of covered Products shall result in the cancellation of the warranty
- ix. if the Product serial number or other identifier has been defaced or removed and for any missmatch;
- x. Product where the damage, malfunction or defect is caused by and/or results from:
  - a) misuse, moisture or liquids, proximity or exposure to heat, fire, accident, abuse, neglect or misapplication, natural calamities, acts of god;
  - (b) use of the Product in conjunction with accessories which are not designed / compatible for the Product;
  - (c) anything that is not the fault of the Product itself; or

(d) operation or use of the Product outside the applicable installation guide or standard end user documentation prepared and supplied by TVSE

- xi. Any damage to the surface of the Product, including but not limited to cracks, dents, or scratches;
- xii. Any equipment, tablets, or other hardware other than the Product as defined in this EWP
- xiii. defects induced by YOU
- xiv. Products which are purchased outside India and / or refurbished
- xv. Data validity
- xvi. if YOU are unable to provide proof of purchase and EWP certificate evidencing that YOU are the original purchaser of the Product and the EWP facility, to the satisfaction of TVSE.
- xvii.This EWP is a hardware only warranty that is limited to the Product and does not cover any software shipped, pre-loaded, or distributed by any third party, even if the software is packaged or sold with the Product, or available for the Product at a later time.
- xviii. Service of product on which the label or logo, rating label or product number have been defaced or removed shall not be covered.
- xix. Replacement of missing parts, the provision of retrofits or preventative maintenance is excluded.

**Backup Your Data.** YOU should regularly backup YOUR Product data, software, applications and information as a safeguard against possible operational issues including prior to the return of the Product for EWP repairs. Data backup is YOUR responsibility and is not the responsibility of service provider, the retailer through whom You purchased the Product including, without limitation, data lost or damaged through the use of synchronization software. PLEASE REMOVE ANY PERIPHERALS OR MEMORY AND/OR ANY PERSONAL OR CONFIDENTIAL INFORMATION PRIOR TO RETURNING YOUR PRODUCT FOR AVAILING EXTENDED WARRANTY SERVICE. For clarity, this EWP does not cover the backup, recovery or reinstallation of YOUR data, software or applications to the Product.

Warranty service options, response times and charges (if applicable) may differ by region. IF YOUR PRODUCT IS NOT COVERED UNDER THIS EXTENDED WARRANTY, TERMS AND CHARGES MAY APPLY FOR ANY REPAIR OR PROCESSING PERFORMED.

IF YOU DO NOT LIVE IN THE COUNTRY WHERE THE PRODUCT WAS ORIGINALLY SOLD TO YOU THEN: (A) EXTENDED WARRANTY REPAIR OR SERVICE MAY NOT BE POSSIBLE;

(B) YOU MAY BE REQUIRED TO AGREE TO TERMS AND/OR TO PAY CERTAIN COSTS (INCLUDING, BUT NOT LIMITED TO, SHIPPING AND HANDLING COSTS); AND

(C) THE EXTENDED WARRANTY REPAIR OR SERVICE, IF POSSIBLE, MAY TAKE LONGER THAN NORMAL TO COMPLETE.

**Exclusive Remedies**: THIS EXTENDED WARRANTY SETS OUT YOUR EXCLUSIVE REMEDIES FOR YOUR PRODUCT AND ANY OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND SHALL NOT APPLY OR HAVE ANY AFFECT.

**Limitation of Liability** : IN NO EVENT SHALL TVSE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF INFORMATION (INCLUDING DATA), OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF TVSE OR ANYONE ACTING ON BEHALF OF OR WITH TVSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.THE LIABILITY SHALL NOT EXCEED IN AGGREGATE THE NET PURCHASE PRICE YOU PAID FOR THE PRODUCT OR THE COST OF REPLACING THE AFFECTED PRODUCT, WHICHEVER IS LESSER.

**Privacy**. YOUR information received by TVSE will be used, processed, transmitted, and disclosed in accordance with TVSE's Privacy Policy (available at *www.estore.tvs-e.in.*) in order to perform the warranty services described in the EWP

**Governing Law & Dispute Resolution:** The laws of India shall be the governing law and competent court at Chennai shall have jurisdiction to decide on any matters arising under this Extended Warranty policy. Any dispute or difference or claims arising under this Extended Warranty policy shall be governed by the provisions of Arbitration and Conciliation Act, 1996 and statutory amendments / enactments / Ordinances thereof. The venue of arbitration shall be at Chennai.

**Miscellaneous**. If there is any conflict between the EWP and any other warranty provided to YOU including, without limitation, in the packaging of the Product, the provisions of this extended warranty shall be applied by TVSE to the extent of such conflict. If any term, provision or sub-section of this extended warranty is held to be void, illegal or unenforceable, the validity or enforceability of the remainder of such term, provision or subsection and this extended warranty will not be affected.

### CHANGES TO THE TERMS AND CONDITIONS:

The above terms and conditions are subject to change or termination at any time, without notice, by TVS-E. For any changes or termination notification, please visit estore.tvs-e.in

Contact us:-

Toll free number: 1800 425 4566

E mail id: contactus@tvs-e.in

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