

## **WARRANTY TERMS**

1. The Warranty is confined to the first purchaser of the product only and is not transferable.
2. Repairs under warranty period shall be carried out by the company authorized personnel only. The details of service centers / support required are available at the company website or in the centralized helpline \_\_\_\_\_.
3. For units installed beyond the municipal limits of the jurisdiction of the company's Authorized Service Centre, it is responsibility of the purchaser to contact the company and bring the unit to the authorized service center at purchaser's cost and risk.
4. In the event of repairs of any part/s of the unit, this warranty will thereafter continue and remain in force only for the unexpired period of the warranty. The time taken for repair and in transit whether under the warranty or otherwise shall not be excluded from the warranty period.
5. In case of any damage to the product / misuse detected by the authorized service center personnel, the warranty conditions are not applicable and repairs will be done subject to availability of parts and on chargeable basis only.
6. In the event of any unforeseen circumstance, and spares not being available, the company's prevailing depreciation rules will be binding on the purchaser to accept as a commercial solution in lieu of repairs.
7. In the event of the company offering EXTENDED WARRANTY period for any specific product / period, it is the RESPONSIBILITY OF THE PURCHASER to get the warranty card duly registered with the nearest Authorized Service Centre of the company within 2 weeks of purchasing under such an offer, at the purchaser's cost and risk only.

This Warranty is not applicable in any of the following cases:

- The product is not purchased from an Authorized Kolumn sales dealer.
- The product purchased is not used according to instructions given in the INSTRUCTION MANUAL, as determined by the authorized service center / company personnel.
- Defects caused by improper use, as determined by the Authorized Service Centre / Company personnel.
- Warranty shall be void if product has failed under certain conditions/types (Example : Heat, humidity, moisture, or temperatures beyond product specifications or misuse, abuse, neglect, alteration, repair, or improper installation of the product etc.)
- Modification or alterations of any nature made in the circuitry by the purchaser or unauthorized personnel, as determined by the company personnel.
- Site (premises where the product is kept) conditions that do not confirm to the recommended operating conditions of the machine/unit.
- The original serial number is removed, obliterated or altered from the product.
- Defects due to causes beyond control like lightning, abnormal voltage, acts of god or while in transit to service center or to the purchaser's residence.
- Defects caused by household pets, rats, cockroaches or any other animals or insects.
- Under no circumstance the company is liable for loss directly or indirectly for any of the following :
  - Third party claims against customer for losses or damages.
  - Loss or damages to records, information or data.
  - Economic consequential damages including lost profits

8. Warranty does not cover any third party software, settings, content, data or links, whether included/downloaded in product.
9. Warranty does not cover normal wear and tear (including, without limitation, wear and tear of batteries, keypads, Camera lens or displays).
10. Warranty does not cover defects or alleged defects caused by the fact that the product was used with, or connected to, a product, accessories, software and/or service not manufactured, supplied or authorized by Kolumn or was used otherwise than for its intended use, Defects can be caused by viruses from your or from third party is unauthorized access to services, other accounts, computer systems or networks. This unauthorized access can take place through hacking, password-mining or through a variety of means.
11. Warranty does not cover defects caused by the fact that the battery has been short-circuited or by the fact that the seals of the battery enclosure or the cells are broken or show evidence of tampering or by the fact that the battery has been used in equipment other than those for which it has been specified.

### **The Extended Warranty Plan**

The plan extends the warranty on the Kolumn Product as specified at the time of purchase. The plan safeguards your proposed product from technical and mechanical problems. The plan can be purchased only when the Kolumn product is within basic warranty. During the Extended Warranty Period, Kolumn will, at its option, repair or replace any device defects in the Kolumn Product (collectively “Warranty Services”) without additional charges. Unless specified otherwise, repair or exchange conditions will follow the terms and conditions of the Basic Warranty. The warranty in respect of a repaired or replaced item shall be for the remainder of the Extended Warranty Period. All original items replaced in the performance of services shall become the property of Kolumn and the new or replacement parts will become the property of the Customer. Purchase of extended warranty is voluntary. Purchase of extended warranty constitutes acceptance of these terms and conditions by the customer.

### **Warranty limitations and exclusions**

This Warranty supersedes all other warranties for and representations about the Product. Kolumn disclaims all other express warranties and any warranties arising from course of performance, course of dealing or usage of trade. Any implied warranties, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are limited in duration to the period of the Limited Warranty. No warranties apply after that period. Some states (or jurisdictions) do not allow the exclusion of implied warranties, and limitations on their duration, so the above limitations may not apply to you.

### **Limitations of Liability**

Kolumn’s responsibility under this or any other warranty, implied or express, is limited to repair, replacement or refund. These remedies are the sole and exclusive remedies for any breach of warranty. To the maximum extent permitted by law, Kolumn is not responsible for any direct, special, incidental, or consequential damages resulting from any breach of warranty or under any other legal theory (including, without limitation, lost profits, downtime, goodwill, damage to or replacement of equipment and property), even if Kolumn has been advised of the possibility of these damages. Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or by jurisdiction. The parties agree that the Indian Sale of Goods Act, 1930 is specifically excluded from and will not apply to this Agreement. Any dispute arising under or related to this Limited Warranty will be adjudicated as per the Arbitration and Conciliation Act 1996 without reference to conflict of legal provisions.

### **Force Majeure**

Kolumn shall not be liable for any failure in service as a result of Kolumn, or its agents employees or contractors being delayed, prevented or hindered in the performance of its obligations under this Extended Warranty by reason of any circumstances beyond its reasonable control, such circumstances include, but are not limited to, fire, flood, acts of God, change in law and regulations, and civil disorder.

### **Disclaimer**

With the exception of Kolumn's liability which cannot be excluded or limited by law, Kolumn's liability to the customer under the extended warranty shall not exceed the price paid by the customer for the Kolumn product.