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TERMS AND CONDITIONS for MALLIKA FURNITURE AND ELECTRONICS LLP – Repair Services

1. TERM

- i. This Contract shall become effective from the date MALLIKA FURNITURE AND ELECTRONICS LLP, at its sole discretion, accepts after due verification ,inspects and approves the Product/Equipment (Product/Equipment), and shall continue to remain in force for a period as applicable, unless terminated earlier as per terms herein,
 - ii. This Contract and the terms and conditions herein shall continue to remain in force if due to any reasons, the original manufacturer replaces the Product/Equipment of the Customer with the Product/Equipment of the same model or product sub-category or of different size/capacity/model/brand but of the same product sub-category.

2. SCOPE

- i. MALLIKA FURNITURE AND ELECTRONICS LLP and Customer hereby agree to provide and receive respectively, the maintenance services (Services) to keep the Product/Equipment in proper working condition during the Term.
- ii. MALLIKA FURNITURE AND ELECTRONICS LLP may, at its sole discretion, provide Services not covered within the Scope defined in clause 2(i) including without limitation replacement of any spare parts and provision of Services 3(i) listed in below at MALLIKA FURNITURE AND ELECTRONICS LLP's then prevailing rates and terms.
- iii. All defective spare parts replaced by MALLIKA FURNITURE AND ELECTRONICS LLP with new spare parts or spare parts equivalent to new in performance when used shall become property of MALLIKA FURNITURE AND ELECTRONICS LLP and Customer shall not claim any right in the same.

3. SERVICES

- i. Provision of Services under this Contract are contingent upon proper use of the Product/Equipment by the Customer and does not cover:
 - a. Product/Equipment:
 - which has damaged due to unusual physical or electric stress, or water/liquid seepage, or rat bite/urination;
 - serial no of which has been altered, defaced or removed;
 - which has been modified, altered, adjusted or repaired/serviced by unauthorized persons;
 - which is transferred by the Customer to any other person;





which has been damaged due to fire, looting/arson, acts of terrorism or acts of Godlike flood, lightning, earthquake, etc.

- *which has been damaged due to failure on the part of the Customer to follow instructions for use of Product/Equipment including without limitation provision of standard power connection and dust proof environment; or*
- *which has been relocated by the customer from its original place of installation to a location which is outside the municipal limits of the town/city where service center of MALLIKA FURNITURE AND ELECTRONICS LLP is located.*
- *which is more than 5 years old (from date of manufacture /purchase) excludes AC , Refrigerator and Washing Machines as appropriate.*
- *which is an assembled one and not of a classified manufacturer*
- b. *Addition or removal of accessories.*
- c. *Any damage caused to Plastic/rubber/sheet metal parts, like main liner crack, doors, bulb, cabinet, antenna, interconnecting cable, rubber pads for remote, stabilizer, filters, grills, casing, tray etc in case of Consumer Electronics/Home Appliances.*
- ii. *MALLIKA FURNITURE AND ELECTRONICS LLP may at its option provide Services for damaged Product/Equipment specific led in clause 3(i) at MALLIKA FURNITURE AND ELECTRONICS LLP's then applicable rates and terms.*
- iii. *To avail Services, Customer must present to MALLIKA FURNITURE AND ELECTRONICS LLP at the time of execution of this Contract proof of purchase or proof of age of the Product or a declaration for the same in writing in the format approved by MALLIKA FURNITURE AND ELECTRONICS LLP.*
- iv. *MALLIKA FURNITURE AND ELECTRONICS LLP or its authorised service providers shall provide Services only during normal working hours on regular working days of MALLIKA FURNITURE AND ELECTRONICS LLP or its authorised service providers.*
- v. *The Customer recognises that availability and quality of Services to the Customer may be adversely affected by the factors beyond the control of MALLIKA FURNITURE AND ELECTRONICS LLP such as physical obstruction, acts of God, for which MALLIKA FURNITURE AND ELECTRONICS LLP shall not be held responsible in any manner.*
- vi. *MALLIKA FURNITURE AND ELECTRONICS LLP makes no express or implied warranties whatsoever regarding the Services provided/rendered and/or effects thereof etc. and shall not be liable to the Customer or any other person claiming, by, through or under the Customer,*
- vii. *MALLIKA FURNITURE AND ELECTRONICS LLP may offer any Service on a complementary basis to the Customer. The complementary Services so offered by MALLIKA FURNITURE AND ELECTRONICS LLP are at any time and without any prior notice liable to be withdrawn and/or offered on payment of charges specified by MALLIKA FURNITURE AND ELECTRONICS LLP,*
- viii. *Customer is aware that MALLIKA FURNITURE AND ELECTRONICS LLP reserves its right to assign any of its rights or obligations to any person and Customer undertakes that it shall not object to the same.*
- ix. *Based on type of product/equipment, support services will be rendered by Company personnel either on a Carry-in basis or On-site visit basis. Clarifications on same can be had at the time of purchase of the said Contract or anytime further at helpline available.*
- x. *If damage of the product is in the condition of total loss (as evaluated by brand / MALLIKA FURNITURE AND ELECTRONICS LLP engineer), then it will not be covered under MALLIKA FURNITURE AND ELECTRONICS LLP Care Plan.*

4. Representation, responsibilities and liabilities of the Customer

- i. *Customer shall provide representative of MALLIKA FURNITURE AND ELECTRONICS LLP/its service provider full access to the Product/Equipment in order to effect necessary adjustments and repairs.*





- ii. Customer shall provide adequate storage space for spare parts, test Product/Equipment and adequate work space, heat, light, ventilation and electric current for use by representative of MALLIKA FURNITURE AND ELECTRONICS LLP/its authorized representative for provision of Services at Customer's location,*
- iii. In case of IT Product/Equipments, Customer shall;*
- a. be solely responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the hardware Product/Equipments for reconstruction of lost, or altered files, data or programs.*
 - b. upon request of MALLIKA FURNITURE AND ELECTRONICS LLP, support MALLIKA FURNITURE AND ELECTRONICS LLP or its representatives in resolving the problem remotely by starting and executing self tests and/or other diagnostic tools and programs, providing all necessary information or performing basic remedial activities;*
 - c. Allow MALLIKA FURNITURE AND ELECTRONICS LLP to keep system and network diagnostic program resident on the Product/Equipment and provide MALLIKA FURNITURE AND ELECTRONICS LLP login access for the exclusive purpose of performing diagnostics.*
 - d. be responsible to de-install all add-ons and/or accessories from the Product/Equipment before providing the same to MALLIKA FURNITURE AND ELECTRONICS LLP for Services, maintain backup copy of all software and data, restore software and data on the unit after repair.*
 - e. be responsible for the user application software installation and insure all software is appropriately licensed,*
 - f. Adhere to and retain all original software licenses, upgrade license agreements and license keys.*
 - Customer shall register all complaints/requests for Services only through Service Center's/Call Center's at telephone numbers provided by MALLIKA FURNITURE AND ELECTRONICS LLP.*
 - Customer shall comply with all applicable laws, rules and regulations.*
 - Customer shall indemnify and hold MALLIKA FURNITURE AND ELECTRONICS LLP harmless against any act of omission and commission and any consequences arising thereof and defend MALLIKA FURNITURE AND ELECTRONICS LLP from and against all claims, arising as a result of breach of this Contract.*
 - g. Customer shall inform MALLIKA FURNITURE AND ELECTRONICS LLP in writing of any change in the billing address. Any written communication, billing statement or notice from MALLIKA FURNITURE AND ELECTRONICS LLP to Customer will be deemed as served within 48 hours of posting by ordinary mail or earlier as the case may be.*
 - . Customer agrees that it shall be his responsibility to be aware of the Contract and the changes therein. Ignorance if any shall be the total responsibility of the Customer.*
 - i. The Customer understands that the Services have been subscribed on his/her own name and name change in any circumstances is not permitted. Customer shall not assign any right or interest or delegate any obligation arising herein to any person without MALLIKA FURNITURE AND ELECTRONICS LLP's prior written consent. The Customer is solely responsible for any unauthorised transfer/change in ownership of the Product/Equipment.*
 - ii. Customer shall return the standby/loan spare parts, if any provided by MALLIKA FURNITURE AND ELECTRONICS LLP on or before MALLIKA FURNITURE AND ELECTRONICS LLP returning the original set/Spares to the Customer.*
 - iv. In the event of condition of product/equipment being not repairable, it is binding on the customer to accept the Depreciation method of solution offered by Company. The maximum liability of the company is restricted to the purchase value of the (this) said Contract.*
 - v. Due to any reason, if customer gets replacement directly from brand, it is the responsibility of customer to inform MALLIKA FURNITURE AND ELECTRONICS LLP in writing, about change in product serial number / IMEI number / Model Number. Customer needs to write or send e-mail to notify MALLIKA FURNITURE AND ELECTRONICS LLP about this change.*





5. CHARGES AND PAYMENT

- i. Customer shall make payment of all charges in advance at the time of subscribing for the Services.*
- ii. For Services to be provided by MALLIKA FURNITURE AND ELECTRONICS LLP pursuant to clause 2(i) and repair/replacement of spare parts to be undertaken pursuant to clause 2(ii), Customer shall forthwith make payments towards cash receipt or invoice raised by MALLIKA FURNITURE AND ELECTRONICS LLP or its Authorized representative.*
- iii. Charges payable by the Customer are exclusive of taxes, duties or levies unless expressly stated to the contrary.*
- iv. If due to any reasons the Product/Equipment is replaced by the original manufacturer with a Product/Equipment of different size /capacity/model/brand but of the same product sub category, Customer shall be responsible to make payment of differential amounts to MALLIKA FURNITURE AND ELECTRONICS LLP for increase in the charges due to change in the Products/Equipment,*
- v. MALLIKA FURNITURE AND ELECTRONICS LLP shall however, not be responsible for refunding any monies to the Customer if replacement of the Product/Equipment by the original manufacturer with a Product/Equipment of different size/capacity/model/brand but of the same product sub category leads to reduction in the charges for Services.*

6. TERMINATION

- i. Notwithstanding anything contained herein above, MALLIKA FURNITURE AND ELECTRONICS LLP shall be entitled to terminate or restrict the Services without any notice in any of the following events:*
 - a. If the Customer transfers the Product/Equipment to any other person.*
 - b. If the Customer relocates the Product/Equipment to a location which is outside the municipal limits of the city /town where the service Center of manufactured brand is located.*
 - c. If the Customer is declared insolvent or bankrupt or is liquidated or if it being a firm, is dissolved*
 - d. If a trustee or receiver is appointed to take over the assets of the Customer.*
 - e. If the original manufacturer refunds the price of the Product/Equipment to the Customer.*
 - f. If MALLIKA FURNITURE AND ELECTRONICS LLP at its sole discretion determines that the declaration provided by the Customer in accordance with clause 3{iii) above is incorrect*
 - g. The conditions or consequences of Force Majeure continue for such length of time that further performance of the Services would be commercially frustrated,*
 - ii. In the event of termination for any reason whatsoever MALLIKA FURNITURE AND ELECTRONICS LLP shall be entitled to recover all outstanding payments due and payable by the Customer. MALLIKA FURNITURE AND ELECTRONICS LLP shall, under no circumstances be responsible for refunding any amounts to the Customer including without limitation due to termination of the Contract by the Customer or due to termination by MALLIKA FURNITURE AND ELECTRONICS LLP due to reason stated in clause 7 (i)(b) and/or 7 {i)(h) above.*

7. GOVERNING LAW & JURISDICTION

- i. The validity, construction and performances of terms herein shall be governed by and interpreted in accordance with the laws of the Republic of India,*
 - ii. The parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the competent Courts in Thanjavur- Tamil Nadu with regard to any matter or dispute arising hereto or any other documents that may be executed by the parties hereto.*



8. LIMITATION OF LIABILITY

MALLIKA FURNITURE AND ELECTRONICS LLP shall not be liable to the customer for any damages resulting from or related to any services performed by MALLIKA FURNITURE AND ELECTRONICS LLP hereunder, including, but not limited to, any loss of data or software, inability of MALLIKA FURNITURE AND ELECTRONICS LLP to correct any errors, malfunctions and defects in the product/equipment/hardware/software delay of MALLIKA FURNITURE AND ELECTRONICS LLP in performing any services hereunder.

In no event shall MALLIKA FURNITURE AND ELECTRONICS LLP be liable to the customer for any indirect, special, or consequential damages or lost profits arising out of or related to services provided by the MALLIKA FURNITURE AND ELECTRONICS LLP under this contract, even if MALLIKA FURNITURE AND ELECTRONICS LLP has been advised of the possibility thereof, or knew or should have known thereof.

9. DECLARATION

I hereby request MALLIKA FURNITURE AND ELECTRONICS LLP to send an authorized engineer to my premises for verification and validation of the electronic/electrical product (which is out of warranty from the manufacturer/brand owner) against which I am purchasing from MALLIKA FURNITURE AND ELECTRONICS LLP with contingents. After verification of Product by engineer at my premises MALLIKA FURNITURE AND ELECTRONICS LLP reserves its right to decline the support service without giving any reason whatsoever and I agree to be bound by the decision of MALLIKA FURNITURE AND ELECTRONICS LLP and the terms and conditions earlier executed by me.

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