

## ONSITE ASSURE PRIMARY WARRANTY SERVICE AGREEMENT (PWSA)

### TERMS OF SERVICE

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**PWSA:** Primary Warranty Service Agreement for the Covered Product, the terms and conditions of which have been set out in this document

**Service Agreement:** Primary Warranty Service Agreement

**We, Us, Our:** the issuer of PWSA i.e. Onsite Electro Services Pvt. Ltd.

**You, Your:** the person to whom We are issuing Our PWSA

**Covered Product:** the unique product being covered by Our PWSA which is a Quikr certified pre-owned device

**Coverage Start Date:** this is the date when coverage will start under the PWSA which is the date of purchase of the Covered Product.

**Coverage End Date:** this is the date that occurs exactly 180 days post the Coverage Start Date.

**Coverage Amount:** the maximum coverage amount of Onsite Assure PWSA

**Coverage Term:** this is the tenure of coverage of PWSA which is a period of 6 months from the Coverage Start Date

**Coverage Type:** this defines the level of coverage, such as whether your Service Agreement will include the optional Accidental Damage from Handling (ADH) coverage. Specified explicitly our PWSA's will **NOT** cover Accidental Damage from Handling or by any other nature. Our PWSA does not include any Accidental Damage or Fluid Damage by any nature even if explicitly covered under Manufacturer warranty

**Manufacturer's Warranty:** the original in box warranty coverage that has been provided by the manufacturer in respect of the Covered Product

**Purchase Price:** the purchase price of the Covered Product specified on the Invoice

**Invoice:** the original invoice that has been issued to You by a certified/authorised Vendor/Retailer for the Covered Product for which You have purchased an PWSA

**Deductible/Co-Pay:** An amount of Rs. 200 that the customer is liable to pay for every service request

#### 1. INTRODUCTION – WHAT IS COVERED

Under this PWSA, if a Covered Product suffers a breakdown at any time during the term of Your PWSA, the Covered Product will be repaired or replaced at the discretion of Onsite Electro Services Pvt. Ltd. A device containing similar features will be provided if a device of the same make and model is not available at the time the replacement is supposed to be made.

Onsite's logistics partners will have the Covered Product shipped to an authorized service center and get it repaired using genuine spare parts. Once the Covered Product is repaired, our logistics partners will have the product shipped back to you.

The cost of 2 way shipping will be borne by us except in cases where the PWSA is considered void by virtue of point two mentioned below. In such cases the cost of shipping will be borne by the Customer and if our logistics partners have incurred the cost of shipping wholly or in part – the Customer shall be liable to repay the amount to Onsite.

This PWSA effectively transfers the risk of failure from You onto Ourselves upto the Coverage End Date, while ensuring standardized repair service for your devices. The PWSA is limited only to the manufacturing /workmanship defects in the Covered Product.

#### 2. WHAT IS NOT COVERED

This PWSA does not cover the following components or specific conditions

- a) Physical or accidental damage of any kind that causes internal or external components to malfunction. The authorised service center of the brand of the covered product is the sole determinant of whether the covered product is physically damaged. The job sheet/other document from the authorised service center will be made available to you as proof of the authorised service centres opinion.
- b) Malfunction issues arising on account of liquid/water logging. The authorised service center of the brand of the covered product is the sole determinant of whether the covered product is liquid/water logged. The job sheet/other document from the authorised service center will be made available to you as proof of the authorised service centres opinion.
- c) Any issues arising out of normal wear and tear of the Covered Product.
- d) Any issues or costs arising due to unauthorised repairs carried out on the Covered Product. The authorised service center of the brand of the covered product is the sole determinant of whether unauthorised repairs have been carried out on the covered product. The job sheet/other document

from the authorised service center will be made available to you as proof of the authorised service center's opinion.

- e) Breakdown on account of any accessories not originally provided by the manufacturer of the Covered Product. The authorised service center of the brand of the covered product is the sole determinant of whether the covered product has been used with accessories not meant to be used with the covered product. The job sheet/other document from the authorised service center will be made available to you as proof of the authorised service centres opinion.
- f) Any issues arising as a result of non-operating or cosmetic deterioration that do not affect the functionality or operation of the Covered Product.
- g) If modifications are carried out in consonance with the brands policies using genuine parts and through authorised service centres which increase the Value of the Covered Product then the PWSA will continue to apply to the Covered Product. However, the PWSA will only cover the original invoice value of the product.
- h) Performing actions on the Covered Product that cause the manufacturers' warranty to void. The authorised service center of the brand of the covered product is the sole determinant of whether the covered product has undergone any action that has voided that manufacturer's warranty. The job sheet/other document from the authorised service center will be made available to you as proof of the authorised service centres opinion.
- i) Any other condition that voids the manufacturer's warranty prior to end of standard manufacturer warranty period including repairs from the local and unauthorized service centers.
- j) Breakdown or consumption of consumable products such as cables, cords, cartridges, tapes, software items, batteries, chargers, earphones, headphones, fuses, bulbs, styli, ribbons, and the like.
- k) Breakdown caused by a failure to follow the manufacturer's installation or operating instructions.
- l) Product(s) with removed or altered serial numbers.
- m) Damage to computer hardware, software and data caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data.
- n) Any product fraudulently described or misrepresented by you.
- o) Any malfunction in the Product resulting from inadequate safekeeping, storage at high temperatures or humidity, storage with mothballs or leakage of batteries.

### 3. MAXIMUM LIABILITY

The maximum amount payable by us under this PWSA will be the Purchase Price of your product as mentioned on the invoice. In the event that We make payments for repairs or replacements or for Gift Cards reflecting the replacement cost of a new item of equal or equivalent features and functionality, which in the aggregate, are equal to the Coverage Amount, the PWSA will be considered as fulfilled and We will have no further obligations, notwithstanding any outstanding term of the Service Agreement.

Except as indicated above, in no event will this PWSA be liable for

- a) Indirect damage caused due to improper functioning of the product, including but not limited to lost profits or savings, business interruption, loss of data, lost revenue, loss of use, inconvenience, mental or physical stress or any other commercial or economic loss of any kind, or special, incidental, or consequential damages .
- b) Incidental damages due to malfunction of the product such as loss of income or loss of profit etc.
- c) Any claim made by a third party or made by customer on behalf of a third party
- d) Any damage that occurs as a result of customer's failure to follow the directions in the User manual.

This limitation of liability applies in all circumstances i.e. when damages are sought, a claim made under this limited PWSA or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation of liability cannot be waived or modified by any person. This limitation of liability will be effective even if Customer has advised Onsite / its representative of the possibility of any such damages or even if such possibility was reasonably foreseeable.

### 4. YOUR RESPONSIBILITY

- a) You will be required to provide us with a copy of the complete set of requisite documents at the time of claim. The documents required are 1) The original invoice 2) A photo ID proof with your signature issued by the Govt. of India 3) Duly filled & signed form

- b) You are required to correctly select the right PWSA for your product based on condition, price or purchase location.
- c) It is your responsibility to properly maintain, store and use your item according to the manufacturer instructions and take all reasonable steps to use your equipment as prescribed by the manufacturer.
- d) You agree to submit salvage/residual in all claims.

Non-fulfilment of ANY of the above conditions may result in the PWSA being considered as void and all claims made against PWSA are liable to be rejected.

## **5. CANCELLATIONS**

This PWSA cannot be cancelled once purchased. The purchase of this service is non-refundable.

## **6. GENERAL**

- a) We may subcontract the services provided under any Onsite Assure PWSA without notice to Customer.
- b) In the event of repairs of any part/s of the unit, this PWSA will thereafter continue and remain in force only for the unexpired period of the PWSA. The time taken for repair and in transit whether under the warranty or otherwise shall not be excluded from the warranty period.
- c) This Agreement is the complete and exclusive agreement between Onsite Electro Services Pvt. Ltd. and Customer relating to the subject matter hereof. Retailer is not a party to this agreement and hence bears no liability regarding this agreement. Any statements or representations made by resellers, ASPs or others that are inconsistent with this Agreement shall not be binding upon Onsite Electro Services Pvt. Ltd. No amendment or modification shall be binding unless made in writing and signed by an authorized representative of Onsite Electro Services Pvt. Ltd.
- d) We shall not be liable for delay in furnishing or failing to furnish service if such delay or failure is caused by an act of God, strike, governmental action or any other cause beyond Onsite Electro Services Pvt. Ltd.'s control.
- e) If any provision of these terms of service shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
- f) If at the time of occurrence of any claim for a device covered under this PWSA there shall be subsisting any other Warranty/Maintenance Contract/Extended Warranty/ or similar programme of any nature whatsoever covering the Equipment whether effected by this agreement or not then we shall not be liable to pay or contribute more than its rateable proportion.
- g) The marketing brochures are meant purely for educating customers about the features and terms of PWSA and they have no commercial value.
- h) Any disputes arising in connection with this PWSA shall be governed by the laws of India. The courts of Mumbai shall have the exclusive jurisdiction over disputes arising hereunder.
- i) All rights reserved with Onsite Electro Services Private Limited.
- j) The PWSA is serviceable only within the territorial limits of India.

## **7. HOW TO USE ONSITE ASSURE**

- a) If your device is not functioning normally please check the settings on your device and ensure they are configured correctly
- b) Please read this service agreement and check whether the problem faced by you is covered under this service agreement
- c) If you believe the problem faced by you is covered under this service agreement, please call us on 1800 22 0506 or email us at [secure@onsite.co.in](mailto:secure@onsite.co.in) and we will get your device repaired
- d) Make a payment of the Co-Pay of Rs. 200 for every service request. For eg: if the cost of repairs is Rs. 3200, you will be liable to pay Rs. 200, the remaining Rs. 3000 will be paid by Onsite.