

Onsite Secure Extended Warranty Service Agreement (EWSA)  
**TERMS OF SERVICE**

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

**Service Agreement:** Extended Warranty Service Agreement

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

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

**Covered Product:** the unique product being covered by Our EWSA

**Coverage Start Date:** this is the date when coverage will start under the EWSA and is a date occurring immediately after the expiry of warranty provided by the original equipment manufacturer of Covered Product

**Coverage Amount:** the maximum coverage amount of Onsite Secure EWSA

**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 EWSA's will **NOT** cover Accidental Damage from Handling or by any other nature. Our EWSA 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 Vendor/Retailer for the Covered Product for which You have purchased an EWSA

**Coverage Term:** this is the tenure of coverage of EWSA which is a period of 12 calendar months in case of 1 year plan, 24 calendar months for a 2 year plan and 36 calendar months for a 3 year plan. The tenure begins immediately after the expiry of the in box warranty provided by the manufacturer

## 1) INTRODUCTION – WHAT IS COVERED

Under this EWSA, if a Covered Product suffers a breakdown at any time during the term of Your EWSA, the Covered Product will be repaired or replaced at the discretion of Onsite Electro Services Pvt. Ltd. A product containing similar features will be provided if a product of the same make and model is not available at the time the replacement is supposed to be made at the sole discretion of Onsite. EWSA service partners will visit your location OR EWSA logistics partners will have the Covered Product shipped to a 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 EWSA 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 – You shall be liable to repay the amount to Onsite. This EWSA effectively transfers the risk of failure from You onto Ourselves, while ensuring standardized repair service for your products. The EWSA is limited only to the manufacturing /workmanship defects in the Covered Product. This EWSA covers 1) Cost of parts 2) Cost of labour 3) Cost of delivering the service at home or cost of transporting the product for repairs 4) Gas charging (refrigerators and air conditioners) 5) Cost of one preventive maintenance. The following products qualify to be covered under Onsite Secure. 1) Refrigerator 2) Air Conditioner 3) Washing Machine 4) Dish Washer 5) Televisions. The list is indicative and can change without prior notice at Onsite's discretion

## 2) WHAT IS NOT COVERED

This EWSA does not cover the following components or specific conditions

- a) Products that do not carry an existing manufacturers' warranty valid in India at the time that this EWSA has been purchased by you.
- b) Physical or accidental damage of any kind that causes internal or external components to malfunction.
- c) Malfunction issues arising on account of liquid/water logging.
- d) Any issues arising out of normal wear and tear of the Covered Product
- e) Any issues or costs arising due to unauthorised repairs carried out on the covered product, improper usage and defects due to electrical wiring, plug(s), switches, extension box, inverter, grounding defects, and damages due to sudden surge fluctuation, fluctuating voltage, loose contacts, etc and damages resulting from external causes like rat bite(s), insect infestation or intrusion.
- f) Breakdown on account of any accessories not originally provided by the manufacturer of the Covered Product.
- g) Any issues arising as a result of non-operating or cosmetic deterioration that do not affect the functionality or operation of the Covered Product.
- h) 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 EWSA will continue to apply to the Covered Product. However, the EWSA will only cover the original invoice value of the product and will exclude the modifications carried out.
- i) Performing actions on the Covered Product that cause the manufacturers' warranty to void including products which have been modified, altered, adjusted or repaired, serviced, moved, removed, installed, by unauthorised persons.

- j) 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.
- k) Breakdown or consumption of consumable products such as cables, cords, cartridges, tapes, software items, batteries, chargers, earphones, headphones, fuses, bulbs, styli, ribbons, plastic, rubber, sheet-metal parts, doors, main liner, cracks, paintwork, product finish, dents, scratches, plugs, rubber pads, stabilizer, grills, casing, trays, light covers, filters, attachments, belts, toner, drums or any other add-ons (accessories such as blades, jars, tubs, covers, plates, etc), cleaning & lubrication, alignment and descaling
- l) Remote control(s)
- m) Defects due to transmission/cable/DTH/or any other external source from where the signal input are fed to the product
- n) Breakdown caused by a failure to follow the manufacturer's installation or operating instructions.
- o) Product(s) with removed or altered serial numbers.
- p) 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.
- q) Any product fraudulently described or misrepresented by you.
- r) Any malfunction in the Product resulting from inadequate safekeeping, storage at high temperatures or humidity, storage with mothballs or leakage of batteries.
- s) Damage occurring due to natural calamities like floods, earthquakes and acts of God
- t) Products used for commercial are explicitly not covered.

### **3) MAXIMUM LIABILITY**

The maximum amount payable by us under this EWSA will be the original Purchase Price of your product. In the event that We make payments for repairs or replacements 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 EWSA 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 EWSA 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 request 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 request made under this limited EWSA or as a tort request (including negligence and strict product liability), a contract request, or any other request. 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**

- e) You will be required to provide us with a copy of the complete set of requisite documents at the time of request. 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 4) Duly signed declaration form
- f) You are required to correctly select the right EWSA for your product based on condition, price and purchase location.
- g) 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.
- h) You agree to submit salvage/residual in all requests.

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

### **5) CANCELLATIONS**

This EWSA can be cancelled within 30 days of purchase without any reason whatsoever. Upon cancellation of the EWSA no charge will be deducted from the amount paid towards the EWSA and the entire amount shall be refunded. No cancellations can be made by the Customer after 30 days from the date of purchase of EWSA.

If the Customer makes a request, knowing it to be false and/or fraudulent as regards the value or the amount of work or otherwise, this Service Agreement is deemed to be cancelled from inception without return of money paid and the customer must return all request payments received till such cancellation including any shipping charges or other ancillary charges incurred by the Company.

### **6) ONSITE SERVICE ASSURANCE FOR QUALIFYING BRANDS**

#### **I. FOR REFRIGERATOR, WASHING MACHINE, DISHWASHER AND AIR CONDITIONER**

- a) In the event of your product requiring repair, Onsite undertakes to get your product repaired
- b) Subject to the other terms and conditions mentioned in this document, Onsite provides committed timelines for repairs for certain qualifying brands of products. In the event that your product of qualifying brand requires repairs Onsite will get the repairs carried out within a period of 10 working days from the date of registering a request with Onsite. If Onsite is unable to get your product of qualifying brand repaired within the time period specified above from the date of registering a request, you will be eligible to receive a replacement product from Onsite, provided that
  - i) There is no delay in providing access to the product to us when we request you to provide such access to us for repairs; any delay in providing access to the product will extend the commitment by the delayed period.
  - ii) You are able to provide the correct documentation to us on time when we request you for it; any delay in handing over the correct documentation to us will extend the commitment by the delayed period.

- iii) You respond within reasonable time to a request(s) for any relevant information regarding the product or to any other information sought by us to process your request quickly; any delay in responding to us in a timely manner will extend the commitment by the delayed period.
- iv) Onsite uses only genuine parts for repairs. At times, global events disrupt the supply of these spare parts for an extended period of time. While Onsite will make all efforts to provide a resolution in the committed timelines, the Service Timeline will not apply when spare parts supply is disrupted due to events over which Onsite has no control especially when those events disrupt global supply chains. However, Onsite undertakes to inform you of any such delay.
- v) The brands qualifying for this service assurance are LG, Samsung, Whirlpool, IFB, Haier, Blue Star, Bosch, Carrier, Daikin, Electrolux, Godrej, Hitachi, Kelvinator, Kenstar, Onida, Siemens, Panasonic, Videocon, Voltas & O General.
- vi) If your product is manufactured or marketed by any brands except those mentioned herein Onsite provides a 21 working days timeline to repair your product. In case Customer is in areas beyond the municipal limits of cities where Onsite offers the SLA's, service delivery may get delayed. Onsite currently offers SLA's in the following cities. Ahmedabad, Bangalore, Baroda, Chennai, Coimbatore, Gandhinagar, Ghaziabad, Gurgaon, Hyderabad, Indore, Jaipur, Kolkata, Mumbai, Navi Mumbai, New Delhi, Noida, Pune, Raipur, Rajkot, Surat and Thane

## **II. FOR TELEVISIONS**

- a) In the event of your product requiring repair, Onsite undertakes to get your product repaired
- b) Subject to the other terms and conditions mentioned in this document, Onsite provides committed timelines for repairs for certain qualifying brands of products. In the event that your product of qualifying brand requires repairs Onsite will get the repairs carried out within a period of 30 working days from the date of registering a request with Onsite. If Onsite is unable to get your product of qualifying brand repaired within the time period specified above from the date of registering a request, you will be eligible to receive a replacement product from Onsite, provided that
  - i) There is no delay in providing access to the product to us when we request you to provide such access to us for repairs; any delay in providing access to the product will extend the commitment by the delayed period.
  - ii) You are able to provide the correct documentation to us on time when we request you for it; any delay in handing over the correct documentation to us will extend the commitment by the delayed period.
  - iii) You respond within reasonable time to a request(s) for any relevant information regarding the product or to any other information sought by us to process your request quickly; any delay in responding to us in a timely manner will extend the commitment by the delayed period.
  - iv) Onsite uses only genuine parts for repairs. At times, global events disrupt the supply of these spare parts for an extended period of time. While Onsite will make all efforts to provide a resolution in the committed timelines, the Service Timeline will not apply when spare parts supply is disrupted due to events over which Onsite has no control especially when those events disrupt global supply chains. However, Onsite undertakes to inform you of any such delay.
  - v) The brands qualifying for this service assurance are LG, Samsung, Panasonic, Sony and Micromax.
  - vi) If your product is manufactured or marketed by any brands except those mentioned herein, Onsite does not provide a timeline to repair your product. In case Customer is in areas beyond the municipal limits of cities where Onsite offers the SLA's, service delivery may get delayed. Onsite currently offers SLA's in the following cities - Ahmedabad, Bangalore, Baroda, Chennai, Coimbatore, Gandhinagar, Ghaziabad, Gurgaon, Hyderabad, Indore, Jaipur, Kolkata, Mumbai, Navi Mumbai, New Delhi, Noida, Pune, Raipur, Rajkot, Surat and Thane.

For brands that do not repair products but replace them, Onsite will provide the Customer with the replacement provided by the brand, which may or may not be a new piece. The payment required to be made to the brand, to process the replacement, will be made by Onsite. Replacements will be provided by way of a new/refurbished product.

## **7) GENERAL**

- a) We may subcontract the services provided under any Onsite Secure EWSA without notice to Customer.
- b) In the event of repairs of any part/s of the unit, this EWSA will thereafter continue and remain in force only for the unexpired period of the EWSA. 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. 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 request for a product covered under this EWSA 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 EWSA and they have no commercial value.
- h) Any disputes arising in connection with this EWSA 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 EWSA is serviceable only within the territorial limits of India

**8) HOW TO USE ONSITE SECURE**

- a) If your product is not functioning normally please check the settings on your product 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 product repaired