

## **SMARTRON INDIA- WARRANTY POLICY**<sup>©</sup>

### **A. WARRANTY TERMS**

1. Under this policy (hereinafter “Warranty Policy”) the Smartron India products shall have a limited warranty (hereinafter “Warranty”) against defects in materials and workmanship under normal use for a term of one (1) year (hereinafter “Warranty Period”) beginning from the date of delivery of the Product to the purchaser (hereinafter “Customer”) applicable only to Smartron India branded products (hereinafter “Device”) purchased in or after January, 2016.
2. The Warranty provides the Customer with certain basic legal rights. The Customer may additionally have other rights that may vary with countries, regions, provinces and states (hereinafter “Territory”). Other than as permitted by law, Smartron India does not intend to exclude, limit or suspend any other rights that the Customer may have. For a more comprehensive understanding of the rights vested to the Customer, she/he is advised to consult the laws of the Territory.
3. It is further understood that Smartron India is a company incorporated under the laws of India and is in the business of selling the Device(s) either through its website or other online market place from India. The country of sale, therefore, for all purposes shall be considered to be India unless otherwise held by law.
4. This limited Warranty may, however, be transferred by the original Customer to any other individual to whom the Device is resold by the original Customer during the Warranty Period, provided that at the time of warranty claim the person to whom the Device is resold agrees to provide the original warranty documents, proof of purchase and all other such associated documents that may be needed to make a valid Warranty claim. SMARTRON INDIA, HOWEVER, RESERVES THE RIGHT TO REFUSE TO REPLACE OR CHARGE FOR THE SHIPMENT OF ANY DEVICE(S) IF IT IS RELOCATED FROM THE PLACE OF ITS ORIGINAL SHIPPING ADDRESS. The Warranty Period available to individuals buying the Device from an existing Customer of Smartron India applies from the date of purchase of the Device(s) by the original Customer from Smartron India. The duration of Warranty will not be extended as a result of transfer of ownership.
5. The term “Device” unless expressly mentioned, shall, for the purposes of this warranty policy and unless mentioned otherwise, includes mobile phone, tablet devices and such other devices of Smartron India included in the sales package.

### **B. WARRANTY COVER**

1. This Warranty Policy shall cover only those issues pertaining to the manufacturing and workmanship defects in the Device(s) purchased by the Customer.
2. Warranty applies only to the hardware Device manufactured by or for Smartron India that may be identified by the trademark, trade name, or logo of Smartron India affixed to it. Warranty does not apply to any product, component or software of any party other than Smartron India, whether or not packaged and sold with Smartron India’s Device(s). Smartron India shall not be liable for any warranty provided by any third party to the Customer.
3. Any software distributed by Smartron India, including, but not limited to system software, is not covered under this Warranty Policy. Such software shall be governed by the respective licensing agreement of the software.
4. **WARRANTY COVER FOR BATTERY:** The Warranty on the battery shipped along with the Device (hereinafter “Battery”) is available for the first one hundred and eighty (180) days from the date of purchase of the Device. The Customer is entitled to a replacement of the Battery only when (i) the battery life is less than 50% within six (6) months from the date of purchase under normal

conditions and has been subjected to reasonably careful usage by the Customer, and (ii) the claim falls under the specified Warranty Period. Only in cases where the Customer's warranty claim satisfies the aforementioned points, will the replacement be in accordance with Clause D of this Warranty Policy.

5. **WARRANTY COVER FOR CHARGER:** The Warranty on the charger shipped along with the Device (hereinafter "Charger") is available for the first one hundred and eighty (180) days from the date of purchase of the Device. In case there is any fault with the Charger, the Customer is entitled to replacement of the Charger if the claim falls under the specified Warranty Period.

6. **WARRANTY COVER FOR OTG CABLE:** The warranty on the OTG cable shipped along with the Device (hereinafter "OTG Cable") is available for the first one hundred and eighty (180) days from the date of purchase of the Device. In case there is any fault with the OTG Cable, the Customer is entitled to replacement of the OTG Cable if the claim falls under the specified Warranty Period.

7. **WARRANTY COVER FOR MAGNETIC KEYBOARD CUM COVER (For tbook):** The warranty on the magnetic keyboard cum cover shipped along with the Device (hereinafter "Keyboard") is available for the first one hundred and eighty (180) days from the date of purchase of the Device provided it is used under normal conditions and has been subjected to reasonable careful usage by the Customer. In case there is any fault with the keyboard, the Customer is entitled to replacement of the keyboard if the claim falls under the specified Warranty Period.

8. **DEAD PIXEL WARRANTY:** Wherever relevant, the Warranty on the dead pixels applies if the Device has four (4) or more dead pixels within the Warranty Period. Only in cases where the Customer's warranty claim satisfies the aforementioned point, Smartron India will replace the Device and the replacement will be in accordance with clause D. 4 of this Warranty Policy. If, however, the number of dead pixels is less than or equal to three (3) and the Customer would prefer a replaced LCD screen, then the Customer must opt for the RMA procedure as explained under clause D.5 and such repairs shall be considered to be an out of warranty service.

### **C. WARRANTY DOES NOT COVER**

1. Smartron India does not warrant that the operation of the Device will be uninterrupted or error free.
2. Warranty does not apply at the occurrence of the following instances:
  - a. To any of the consumable components of the Device(s), such as the buttons, housing, housing colour and other external attachments or the protective coatings that is susceptible to inevitable wear and tear over time, unless the failure has occurred due to a defect in design or the manufacture of the Device;
  - b. To cosmetic damage, including but not limited to scratches, dents, and any other cosmetic or other such physical damages;
  - c. To damage caused by use of third party products including but not limited to hardware damage caused by the installation and use of third party software and/or hardware products;
  - d. This warranty does not apply to damage or failure to perform arising as a result of any "acts of God" or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use including without limitation those contained in the industry and/or electrical standards for the relevant Territory or in this Warranty Policy and the other policies that may be uploaded on Smartron India's website.
  - e. To damages caused by operating the Device outside the permitted or intended use specified in the User's Guide accompanying the Device;

- f. To a Device or any component or part of the Device that has been opened or disassembled or modified from its original state by anyone, including the Customer or any other third party, other than a Smartron India Authorised Service Provider (as defined in clause D.2 of the Warranty Policy);
- g. If the serial number on the Device(s) has been removed or defaced or altered or if evidence suggests so;
- h. Deterioration of the Device caused by regular wear and tear;
- i. To any defect arising from 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 other devices other than the Device for which it has been specified;
- j. Any defect caused by the Internet modem, wifi network or other third part accessory or system;
- k. Due to any upgrades made in the Device's software due to changes in wifi network parameters.
- l. Customer or any third party has so modified the Device, either by reconfiguration or by replacing any part or ancillary part of the Device with a part or ancillary parts that are not supplied or approved by Smartron India, so as to alter the functionality of the Device or any of its components.
- m. Customer is unable to provide proof of purchase, and details regarding the name and address of seller, date and place of purchase, Device model and serial/IMEI number.
- n. Device(s) purchased from unauthorized dealers or from any country other than the original country of purchase.
- o. Any kind of spillage of food or liquids on the Device, or if the Device gains damage due to exposure to prolonged and/or excessive moisture or dampness or subjected to extreme thermal environment conditions.
- p. Operating the Device in a voltage supply that is not conducive for the proper functioning of the Device.
- q. Operating the Device in any other hostile environment that may prevent the Device from performing optimally.
- r. The Device acquires or is subject to corrosion, rust or stains.
- s. The Device is repaired or attempted a repair on by any party other than a Smartron India authorized technician.
- t. Infestation caused by insects or due to contact with vermin.
- u. Failure to conduct regular servicing or cleaning of the Device or Subject to such usage for which the Device is not designed.
- v. Damages caused due to improper packaging on the part of the Customer during shipment to Smartron India Authorized Service Centers for RMA services (as provided in clauses D.3, D.5 and D.6)
- w. This warranty does not cover general Device maintenance, demonstration, installation, routine servicing, calibration and customization of the Device.

- x. Warranty does not cover any cracks on the LCD/Glass except if the LCD/Glass was found to be cracked at the time of purchase, and the same was pointed out to Smartron India at the time of delivery of the Device by the Customer, within seven (7) days of receiving it.
- y. This Warranty does not apply if the Device has been used for any purpose other than for personal use.
- z. This Warranty does not apply if the Device has been operated using battery chargers that are not provided by Smartron India.

#### **D. WARRANTY CLAIM**

1. In case of a complaint Customer is advised to refer to the User's Guide to ensure that all the correct operation procedures have been followed. The Customer is further requested to refer to the available troubleshooting guide on support.smartron.com. To claim Warranty, the Customer can either visit Smartron India's website at (<http://support.smartron.com>) or write to the support team at [customer care@smartron.com](mailto:customer care@smartron.com) stating the problem. The Customer is advised to furnish the support team at Smartron India with all the necessary and correct details regarding the problems she/he is facing with the Device(s).
  - i. When contacting our service team, Customer is requested to provide details which may include among other things, full model number, details about purchase of extended warranty policy if applicable, serial number, IMEI Number, date and proof of purchase and a brief description of the fault/query.
  - ii. If the Device is outside the Warranty Period, you should read about RMA procedures/policies provided in clause D.5 and D.6 of this Warranty Policy.
2. A Smartron India representative (hereinafter "Authorized Service Provider") shall contact the Customer and attempt to diagnose and resolve the Customer's problem through remote diagnostic tool, an email or a telephonic call. The Customer is required to clearly state the problem she/he might be facing with the Device. The Authorized Service Provider will guide the Customer through a set of instructions depending on the nature of the complaint. Such instructions will be given with the intent of resolving the issue with the Device and may also necessitate a photograph or a video of the device that the Authorised Service Provider may request the Customer to provide. As a part of the diagnosing procedure, Customer may be required to update their OS/Firmware and/or follow troubleshooting steps as may be suggested by the Authorised Service Provider. The Authorised Service Provider shall determine, at its sole discretion, whether the claim is eligible and/or valid.
3. Based on the findings of the Authorised Service Provider, the Device(s) may fall in one of following categories:
  - i. Replaced by an equally functional device.
  - ii. Provided out of warranty services using return material authorisation ("RMA") services
  - iii. In case there is a conflict between the Customer and Smartron India a resolution process may be formulated using the RMA services.
4. Replacement:
  - I. In case the Customer receives a Device in a nonfunctional state or with crucial and/or severe manufacturing and workmanship defects attributable to Smartron India and the Customer contacts the Authorised Service Provider within seven (7) days of receipt, Smartron India will

make necessary arrangements for having the device(s) picked up from the Customer's location subject to the terms of clause D 4(iii).

- II. In case of complaints regarding a Device, the Customer may contact the Authorised Service Provider and follow the procedure as mentioned under clause D.1 and clause D.2 above. However, if the problem persists with the Device and it is determined by the Authorised Service Provider that the problem is caused due to a manufacturing and workmanship defect on the part of Smartron India, Smartron India will provide an equally functional replacement device to the Customer and Customer is required to return the defective Device with the said complaints to Smartron India in its original packaging. Such reverse pickup of Device will happen in accordance with clause D 4(iii).
  - III. Smartron India will bear the cost of reverse shipment of the defective device from the customer ONLY IF THE PINCODE PROVIDED BY THE CUSTOMER MATCHES HIS INITIAL ORDER AND IT FALLS IN THE LIST OF OUR REVERSE SERVICEABLE PINCODES. Customer also needs to make sure that the defective Device is sent in its original packaging. Customer agrees to return the device as soon as the appointed person from Smartron India contacts them. Customer also understands that if the reverse pickup does not happen within 7 working days from the day of receiving the replacement device, Smartron India has the right to remotely block the device. In case the device was remotely locked and Customer feels otherwise, we advise them to contact back to [customercare@smartron.com](mailto:customercare@smartron.com) immediately. In all other possible cases customer will be advised to ship his device to us (address to be provided by Smartron India Authorised Service Provider). Once the device is received at our Customer Care Centre and the warranty claim is verified, an equally functional device will be shipped to the customer. In such cases a refund amount for the shipment will be reimbursed to the Customer to the maximum extent of Rupees Two Hundred and Fifty (Rs. 250.00) or the bill amount, whichever is lesser, once Customer provides the airway bill/ courier receipt for the shipment. Customer will be advised the shipping details by Smartron India's Authorised Service Provider.
  - IV. The cost of shipping the functional equivalent Device shall be borne by Smartron India. The cost of retrieving the defective Device shall be borne by Smartron India only if the Pincode provided by the customer matches his initial order and it falls in the list of our reverse serviceable Pincodes. In all other cases customer will have to bear the cost of shipping the device to Authorised Service Provider, which shipping costs will be refunded once device is received and warranty claim is validated. All such replaced and defective Devices will become the property of Smartron India. Customer will forfeit all his ownership rights over the defective Device and shall only be entitled to have ownership of the Device provided to the Customer as a replacement to the defective Device. Smartron India, however, reserves the right to refuse to replace any Device(s) if it is relocated from the place of its original shipping address.
  - V. The Authorised Service Provider's decision on the applicability of warranty is final. The Customer shall bear the entire risk, shipment costs, service costs and other associated expenses associated with a Device that has been returned to Smartron India, for which no valid warranty claim is found.
5. Out of warranty:
- I. For complaints regarding a Device the Customer may contact the Authorised Service Provider and follow the procedure as mentioned under clause D.1 and clause D.2 above. However, if the problem persists with the Device and it is determined by the Authorised Service Provider that the problem is caused due to negligent handling by the Customer or any third party or for any other reason as mentioned under Clause C of this Warranty Policy, the Authorised Service Provider will give the Customer an RMA number and other associated details about the

shipping information to the service center (hereinafter “Authorised Service Center”). The RMA number is provided to identify the complaint raised by the Customer and the device associated with the issue. If the Customer decides to authorise a service which is not covered under the Warranty, he must pay for the out of warranty services including the expenses for all parts or ancillary parts necessary for the said out of warranty services, labour charges and any other associated expenses for the warranty service.

- II. The Customer may then send the Device to the specified Authorised Service Center. The Device MUST include the original packaging, the RMA Number and documentary proof of the original purchase date. THE CUSTOMER SHOULD SHIP THE DEVICE IN THE ORIGINAL BOX and we recommend that the Customer obtains the necessary insurance against loss or damage during transportation. The Customer should ship the Device only through such service providers who provide tracking services.
- III. Repair estimate for out of warranty service may be subject to change after receipt of device by the Authorised Service Provider. Authorised Service Provider will start repairing the device only when the customer has paid for the warranty services. An estimated lead time will be intimated to the Customer.

#### 6. Resolution in case of conflicting diagnosis:

- I. For complaints regarding a Device the Customer may contact the Authorised Service Provider and follow the procedure as mentioned under clause D.1 and clause D.2 above. If the problem persists with the Device and it is determined by the Authorised Service Provider that the problem is caused due to negligent handling by the Customer or any third party or for any other reason as mentioned under Clause C of this Warranty Policy, and the Customer disagrees to the same insisting that the defect with the Device is caused due to a manufacturing or workmanship defect on the part of Smartron India, a conflict may arise.
- II. The Customer hereby agrees to provide any additional documentation and/or attaching the requisite proof as specified by Authorised Service Provider in order to evaluate the Warranty claim and determine Warranty eligibility.
- III. The Authorised Service Provider will give the Customer an RMA number and other associated details about the shipping information to the Authorised Service Center. The RMA number is provided to identify the complaint raised by the Customer and the device associated with the issue.
- IV. The Customer may then send the Device to the specified Authorised Service Center. The Device MUST include the original packaging, the RMA Number and documentary proof of the original purchase date. THE CUSTOMER SHOULD SHIP THE DEVICE IN THE ORIGINAL BOX and we recommend that the Customer obtains the necessary insurance against loss or damage during transportation. The Customer should ship the Device only through such service providers who provide tracking services.
- V. On receipt of the Device, the Authorised Service Provider will make a final assessment of eligibility for a Warranty claim based on the state of the Device as received and the accompanying documentation. The Customer hereby agrees to provide any additional documentation and/or attaching the requisite proof as specified by Authorised Service Provider in order to evaluate the Warranty claim and determine Warranty eligibility.
- VI. The Authorised Service Provider’s decision on the applicability of warranty after such assessment will be considered final.

VII. If the defect in the Device is found to be a manufacturing or workmanship defect attributable to Smartron India, Smartron India will provide at its own cost to the Customer with an equally functional Device. Smartron India will further refund the shipping cost to the Customer for sending the defective Device to the Authorised Service Center. Such refund amount will be reimbursed to the Customer to the maximum extent of Rupees Two Hundred and Twenty Five (Rs. 225.00) or the bill amount, whichever is lesser, once the Customer provides the airway bill/ courier receipt for the shipment.

VIII. If the defect in the Device is found to be caused by negligent handling by the Customer or a third party or for any other reason as mentioned under Clause C of this Warranty Policy, the Device will not be eligible for Warranty and the Customer MUST bear all the risk, costs and expenses related to the servicing of the Device, which may also include the cost of shipment or any other method that may be employed for the procurement of the defective Device and the delivery of the serviced Device. If the Customer decides to authorise a service which is not covered under the Warranty, he must pay for the out of warranty services including the expenses for all parts or ancillary parts necessary for the said out of warranty services, labour charges and any other associated expenses for the warranty service.

#### **E. REPEAT WARRANTY CLAIMS**

- I. Except for as mentioned under clause D of this Warranty Policy, if a physical damage on a Device is repaired within the first one year from the date of sale then a repeat warranty CLAIM would be applicable for either sixty (60) days from the date of the warranty repair or the remaining term of the default warranty, whichever is longer. A physically damaged device, once serviced will warrant only on the replaced/serviced part.
- II. Repeat warranty service claim, as in warranty service claim, for parts that test good or show evidence of abuse or failure to properly maintain in good working condition will be denied. In such scenarios, If the Customer decides to authorise a repeat service on the Device which is not covered under the Warranty, he must pay for the out of warranty services including the expenses for all parts or ancillary parts necessary for the said out of warranty services, labour charges and any other associated expenses for the warranty service.

#### **F. MISCELLANEOUS**

##### **1. DISCLAIMER**

- a. Smartron India disclaims any representation to the greatest extent permissible by law that it will provide the Customer with the replaced Device complete within a certain number of days as may be requested by the Customer. Smartron India representatives may provide estimates of the time required for Warranty Service, but the actual time required depends on the Customer's geographic location, nature of the defect, availability of required spare parts or devices at the Smartron India Service Centre and other such extraneous factors beyond Smartron India's control.
- b. Smartron India disclaims all warranty services and all out of warranty services to Device(s) purchased from unauthorised dealers or on warranty claims or service requests made from any country other than the original country of purchase. Smartron India, further, reserves the right to refuse to replace any Device(s) if it is relocated from the place of its original shipping address.
- c. Smartron India may upgrade the system software as part of normal Warranty Service, due to which data or applications present on the Device, might be erased and some applications that were previously compatible with the Device may cease to be compatible. Smartron India will not be held liable for any damages, direct or consequential, for such upgrades.

- d. This Warranty Policy is subject to change, from time to time, at the sole discretion of Smartron India and the changes in the latest modified version of the same will be updated on Smartron India's website and will be binding on the Parties.
- e. In order to receive the benefits of the Warranty, Customer shall provide the Authorised Service Provider access to the defective Device for verification. Under no circumstances will Smartron India be held liable for Device malfunction.
- f. Smartron India will not be held liable for providing updates including but not limited to software updates or for releasing new software, or firmware, or OS updates. Such updates will be provided only at Smartron India's discretion and Smartron India is not bound under this Warranty Policy and to the greatest extent permissible by law to be liable for providing or not providing the said updates.

## 2. LIMITATION OF LIABILITY

- a. In no event shall Smartron India be liable under this warranty for loss of profit, loss of anticipated profit or savings, loss of data, loss of use of the Device or any associated equipment, or indirect, incidental or consequential losses or damages of any nature whatsoever to the fullest extent that those losses or damages can be disclaimed by law.
- b. To the maximum extent permitted by law, and except as expressly set forth in the Warranty contained herein, Smartron India makes no warranty or representation and there are no conditions, express or implied, statutory or otherwise, of any kind whatsoever with respect to the Device, including but not limited to the merchantability of the Device or its fitness for any particular purpose or use, design, condition, quality, or performance of the Device, or workmanship of the Device or the components contained therein. No reseller, agent, or employee of Smartron India is authorized to make any modification, extension, or addition to this Warranty. Nothing contained in the associated documents on the website or otherwise shall be construed to create an express warranty of any kind whatsoever with respect to the Device. Smartron India shall not be liable for the breach of the express warranty, including incidental, special, consequential or similar damages, or loss of anticipated profits or benefits, or for damages arising from any tort (including negligence and contributory negligence) or fault committed by Smartron India, its agents or employees, or for any breach of contract or for any claim brought against the Customer by any other party, to the greatest extent permissible under law. As for those warranties that cannot be disclaimed, Smartron India limits the term of such warranty periods and remedies of such warranties to the term and duration as mentioned in the Warranty Policy for the repair or replacement services at Smartron India's option as described in the terms of this Warranty Policy.
- c. This Warranty Policy does not affect your statutory rights as a consumer in any way. The Warranty is in addition to, and does not exclude or modify in any way the non excludable statutory rights you may have under the laws of your Territory. Some jurisdictions disallow the limitation of damages or exclusions of implied or deemed warranties, so the above limitation or exclusions may not apply to you to the extent permissible under the law.
- d. Smartron India will remove all applications and data on the Device once the same reaches the service centers of Smartron India. Smartron India disclaims any representation that it will be able to repair any Device under this Warranty or make a Device exchange without risk to or loss of programs or data. **SMARTRON INDIA WILL NOT BE HELD LIABLE FOR ANY LOSS OF DATA.** The Customer is advised to taking backups of any data stored on the Device before sending the Device to Smartron India or to the Authorised Service Provider. It is further understood that Customer shall at all times keep a back up of all the necessary/confidential/sensitive data even while the Device is in use. In case the Device malfunctions and the data cannot be retrieved, then Smartron India shall not be held responsible for such loss or any further consequential loss that may arise out of it. There shall be no responsibility assumed for third party accessories or storage media that might be sent to the service centre by the Customer.



### 3. SEVERABILITY

- a. If any portion of this limited warranty is held illegal or unenforceable by reason of any law, such partial illegality or unenforceability shall not affect the enforceability for the remainder of this limited warranty which you acknowledge is and will always be construed to be limited by its terms or as limited as the law permits.

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