

## **Carvaan 2.0 Gold**

### **Warranty Overview**

Carvaan Gold comes with a 1 year warranty on parts, excluding accessories. This includes servicing/ repair or replacement of damaged parts.

The warranty does not apply and does not cover the following:

- Liability for loss of data/content loaded in the product due to misuse or tampering.

- Damage caused due to -force

majeure events;

events caused by fire, water, electrical disturbances etc.

events beyond the control of Saregama;

acts of negligence or mishandling

usage for commercial, business, industrial, educational or rental purposes

## **Carvaan 2.0 Gold**

### **India Domestic Service Warranty**

#### 1. Definitions

Unless the context otherwise requires, the following terms would have the prescribed meanings:

Accessories: Remote, charger and antenna.

Authorized Dealers: Such sellers/ retailers (including online sellers/ retailers), which are authorized by Saregama to sell the Product.

Customer: An end-user (a person, firm, company or the legal entity) who purchases the Product from Saregama or its Authorized Dealers.

Carry in Warranty: Where the product needs to be carried by the Customer to the Service Centre to exercise this Warranty.

Home Service Warranty: Where the Customer shall have a technician visit the Customer at his/her home and service the Product.

Invoice: Invoice shall mean the bill raised on the customer by the Authorized Dealer or Saregama as the case may be and on the basis of which, the Customer shall pay for the Product.

Product: Carvaan Gold, marketed and sold by Saregama, either directly or through its authorized dealers.

Saregama: Saregama India Limited, a company having its Office at No.2 Chowringhee Approach, Kolkata- 700072.

Warranty: Warranty means this Warranty.

Warranty Card: Means the warranty card provided.

## 2. Scope of Warranty

This Warranty is available only for the Product and not for the Accessories of the Product.

This Warranty is applicable only in case of any manufacturing defects in the material or workmanship, for which servicing/ repair or replacement of damaged parts shall be provided.

The warranty does not apply and does not cover the following:

- Liability for loss of data/content loaded in the product due to misuse or tampering.
- Damage caused due to -
  - force majeure events;
  - events caused by fire, water, electrical disturbances etc.
  - events beyond the control of Saregama;
  - acts of negligence or mishandling
  - usage for commercial, business, industrial, educational or rental purposes.

## 3. Warranty Period

Product is covered under 1 year Carry In and Home Service warranties from the date of purchase of the Product by the Customer.

Warranty validation / Warranty period confirmation shall be done through the Warranty Card or Invoice.

If a Customer transfers the ownership of Product to another person, the remainder of the warranty period may also transfer to the new owner.

Customer shall be required to provide proof of purchase or Warranty Card of the Product, as a pre-condition for availing the warranty of the Product.

No claim made by a third party or made by Customer on behalf of a third party shall be entertained by Saregama.

## 4. Warranty Types

Carry-in and Home Service Warranty shall be provided.

Home Service shall be provided at the locations where there is an Authorized Service Centre. Home Service Warranty allows Customer to have a technician visit the Customer at their home and service the Product.

Carry-in Warranty service requires that the Product be brought by the Customer, at his/her sole cost and responsibility, to the Authorized Dealers / Authorized Resellers / Authorized Online Resellers from where the Customer would have purchased such Product. Once the Product is repaired, Customer shall be responsible to pick-up the repaired Product from the concerned Authorized Dealers / Authorized Resellers / Authorized Online Resellers with whom the Product was placed for repair.

## 5. Warranty Terms

Warranty is provided only on the Product that is purchased from Saregama or Saregama Authorized Dealers.

Only in case where there is no misuse of the Product or tampering with the data/content and if serviced under warranty, the Product will be returned configured as originally purchased.

In the event of repairs or replacement of any part(s), during the warranty period, the warranty of the Product shall thereafter continue only for the unexpired period of original warranty.

The Warranty of the Product(s) and/or Accessories shall be rendered null and void if:

- The Product is physically damaged;
- The Product is modified, repaired, maintained and /or opened, disassembled by the Customer or any un-authorized person i.e. damage arising out of unauthorized modification, repair and alteration;
- The Product is operated and/or maintained in ways other than recommended by Saregama in the user manual. Product operation outside the usage parameters stated in the user manual provided with the Product;
- The model no. or serial no. sticker of Product is removed, mutilated or tampered with;
- Any damage to the Product arising out of use of any consumables or accessories other than those supplied by Saregama, Authorized Dealers / Authorized Resellers / Authorized Online Resellers.

## 6. Limitation of Liability

Saregama makes no other warranty either in writing or otherwise and expressly disclaims all warranties and conditions not stated in this limited warranty. To the extent allowed by the Indian laws, Saregama disclaims all implied warranties or conditions, including any implied warranties or conditions of merchantability, merchantable quality, and fitness for a particular purpose.

Saregama's maximum liability under this limited warranty is limited to the price of the Product or the cost of repair or replacement charges, whichever is lower.

Except as indicated above, in no event will Saregama be liable for 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, or any other commercial or economic loss of any kind, or special, incidental, or consequential damages .

This limitation of liability applies in all circumstances i.e. when damages are sought, a claim made under this limited warranty 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 Saregama / its representative of the possibility of any such damages or even if such possibility were reasonably foreseeable.

## 7. Governing Laws

Any disputes arising in connection with this Limited Warranty shall be governed by the laws of India. The courts of Kolkata shall have the exclusive jurisdiction over disputes arising hereunder.

Warranty is valid only when the Product is purchased from an Authorized Dealer and subject to the production of the original proof of purchase.

For online purchases, the invoice received with the Product will serve as proof of purchase.

### Warranty Card

Customer's Name: \_\_\_\_\_

Customer's Address: \_\_\_\_\_

Product Serial No.: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

Retailer's Name: \_\_\_\_\_

Retailer's Signature/Seal: \_\_\_\_\_

I accept the terms and conditions of the warranty.

Customer's signature: \_\_\_\_\_