

HAVELLS WATER PURIFIER SERVICE PLAN TERMS & CONDITIONS

This Havells Water Purifier Service Plan is entered between Havells India Limited (Havells) and the Customer as specified on the service plan invoice/ acknowledgment receipt. This Service Plan is agreed for the Service of the Water Purifier (Product) and shall be valid for the period as mentioned on the Service Plan invoice/ acknowledgment receipt and shall be effective from the period as mentioned on the service plan invoice/ acknowledgment receipt (Effective Date). Under this Service Plan, following shall be applicable subject to terms and conditions mentioned hereinafter.

1. The respective Service Plan will cover the services as per below-mentioned table:

Product Applicable for Service Plan	Coverage
Water Purifier RO, Alkaline and UV	Unlimited free visits and no service charges

2. This is a Service Plan and Consumer need to pay charges for Electrical/functional part repair or replacement, PMS, consumables, and external attachments and in case of any spare or attachment requirement consumer shall have to pay.
3. The Customer can pay for the service plan charges by Credit/Debit card/Net banking on E-Commerce platform, this Service Plan shall be valid for the period as mentioned in the contract invoice/acknowledgement letter which shall be effective for the period as mentioned on the invoice/acknowledgement letter (Effective Date).
4. Consumer reserves the right to take replacement of filters/cartridges/membrane based on findings during preventive maintenance /service calls on chargeable basis.
5. Havells works for continuous improvement of their Products, parts, filters, cartridges, membranes, or any other components. Customer shall not object if the same is being replaced with compatible parts or components by Havells' Service representative as consumer will pay defined charges for spare parts.
6. Service under this Service Plan excludes the following:
 - a. Filter & Parts replacement
 - b. Electronic and electrical parts
 - c. PMS
 - d. Attachments & Accessories
 - e. Physical damage, painting, plastic part, Spare Parts, and all non-electrical parts.
7. The Product should be made available to Havells service representative for undertaking the scheduled Service Plan, failure to do so will be treated as a service rendered.
8. SERVICE PLAN shall not be applicable in case the Product is used for commercial purpose. In case a Product is converted to commercial use after taking of the SERVICE PLAN, in such case SERVICE PLAN shall stand terminated and the Customer shall not be entitled to any refund or damages in any manner whatsoever.
9. In case the Customer wants to terminate the SERVICE PLAN before completion of the SERVICE PLAN period, Havells shall not be liable to refund any amount for remaining tenure of SERVICE PLAN.
10. Acceptance/renewal of the SERVICE PLAN after its expiry will be at the sole discretion of Havells. Such renewal may be subject to revised terms and conditions including revised SERVICE PLAN charges. Customer will not be entitled for any charges / claims in case of non-renewal of the SERVICE PLAN.
11. The SERVICE PLAN shall not cover service visits under the following circumstances:
 - (a) Damage caused to the Product due to floods, fire, accident, riot, breakage, pest, rate bite, misuse, improper or negligent use, tampering, and leakage from water Pipe lines, substitution/alteration of any Part and serial number of Product/part is altered, defaced or removed, etc.
 - (b) Damage caused to the Product due to failure to observe the operating instructions and precautions as mentioned in user's manual;
 - (c) Damage to the Product or any parts due to transportation/relocation;
 - (d) Defects occurred due to usage of local or non-recommended spares, consumables;
 - (e) Visits for re-demonstration at Customer's request or for re-installation at a different location.
 - (f) Defects or failures resulting from servicing or repair done by any unauthorized person i.e. other than the Havells' authorized Service representative;
 - (g) Failure or damage due to plumbing or other arrangement like usage of pressure pump, extension power supply board, non-compatible power socket etc. connected to Product. With regard to repairing the existing worn-out/defective part(s) or replacing the same and ascertaining the presence of above circumstances, the decision of Havells shall be final. In any such event, Havells will provide a prior estimate to the Customer for approval and bill for the work to be carried out at the rate prevailing at that time only after said approval has been granted by the Customer;
 - (h) Failure reported in Product due to external factors like electricity, plumbing, or otherwise;
12. Due to non-availability of spares or inability of Havells to provide service, Havells may, at its own discretion terminate the Service Plan.
13. This SERVICE PLAN sets out all the terms and conditions under which Havells agrees to service the Product and cancels and supersedes all prior agreements, undertakings, or arrangement oral or written between the parties hereto on the subject matter.
14. No modification or variation of this SERVICE PLAN is permitted during the subsistence of SERVICE PLAN.
15. Neither party shall be liable for the non-performance of its obligations under this SERVICE PLAN where such failure is due to a force majeure event, i.e., due or attributable to any act of god, orders, restrictions or regulation of Government, Central or State, war working conditions, hostilities, riots, civil commotion, strike, lockout, labor trouble, explosion, or any other cause or circumstance of whatsoever nature beyond control of either party.
16. Breakdown or failure of Product on account of abnormal usage, misuse, voltage fluctuations, abnormal voltage, and defects in Customer's electrical installation, service or repair by any unauthorized person is not covered by this SERVICE PLAN. Tampering with or repair of the Product at any time and under any circumstances whatsoever by anyone with the exception of Havells' Authorized Service representative will render the SERVICE PLAN null and void and shall stand terminated forthwith, without prejudice to Havells' other rights. All failures resulting from the above will be rectified on chargeable basis.
17. The Customer is neither entitled for refund nor shall assign / transfer this SERVICE PLAN in favor of any third party.
18. SERVICE PLAN is offered within Havells Service Network coverage only. In case Customer moves to a non-coverage area, Customer needs to bring the Product to nearby services network location, Havells shall not be responsible for providing services to non-service network area.
19. Customer shall register the complaint at Havells call centers only, in any case of any change of address Customer must inform Havells one week in advance giving full details of his new address. Havells shall continue to provide maintenance services at new address (subject to clause above).
20. It should be ensured that the Product is installed at the new address by the Havells' Service representative only, failing which this SERVICE PLAN shall stand terminated. The cost of such re-installation by Havells will be borne by the Customer.
21. Every visit by Havells' Service representative will be made within reasonable time from receipt of service request & delivery can be expected only during working hours & working days of Havells. No services will be provided on National/State public holidays, Political and Regional regulation.
22. Havells' liability under this SERVICE PLAN is limited to providing services only as covered under this SERVICE PLAN. Havells will not be liable for damages, death, injuries, health or any consequential damages of whatsoever nature to any person or property by use or operation of the Product. Maximum liability (direct and indirect) of Havells under this SERVICE PLAN will be limited to the amount paid by the Customer for availing SERVICE PLAN.

23. Customer agrees that any information or data disclosed to Havells under this SERVICE PLAN is non confidential or proprietary to the Customer. Customer agrees that Havells may collect and process data on Customer's behalf when it provides service.
24. The validity, interpretation and performance of this SERVICE PLAN shall be governed by the laws of India, and the parties hereby submit to the exclusive jurisdiction of the courts of competent jurisdiction at Delhi.