Water Purifier AMC/EW Plan:

THE MAINTENANCE CONTRACT TERMS & CONDITIONS

This Maintenance contract (MAINTENANCE CONTRACT) is entered between Havells India limited (Havells) and the customer (Customer) specified in the Invoice cum Receipt on the reverse of this document in connection with maintenance of the product(s) installed at the address of the Customer given in the attached Invoice cum Receipt. Under this MAINTENANCE CONTRACT, Havells shall provide replacement of functional parts, Consumables and periodical services for the Product(s) as applicable, subject to terms and conditions mentioned hereinafter.

1. The respective MAINTENANCE CONTRACT will cover the services as per the below mentioned table:

PRODUCT MODEL	DESCRIPTION	ANNUAL MAINTENANCE CONTRACT PLAN TYPE WISE REPLACEMENT OF CONSUMABLE'S/FILTER'S	
		COMPREHENSIVE PLAN (ACMC)	SEMI COMPREHENSIVE PLAN (SCMC)
ACTIVE /FEST RO UF	Two times Preventive Maintenance Visit	✓	NA
	One time replacement of Sediment Cartridge	✓	
	Two times replacement of Activated Carbon Cartridge	✓	
	Cost of replacement of Germicidal UV, Electrical parts, Electronic parts in case of failure	✓	
	Break down visit charges	✓	
UV PLUS/ ACTIVE TOUCH/ ACTIVE PLUS/ ACTIVE PLUS BOOSTER/UV+STORAGE/FAB UV STORAGE	Two times Preventive Maintenance Visit	✓	✓
	One time replacement of Sediment Cartridge	✓	✓
	One time replacement of Activated Carbon	✓	✓
	One time replacement Ultra Filtration Cartridge	✓	✕
	Cost of replacement of Germicidal UV, Electrical parts, Electronic parts in case of failure	✓	✓
	Break down visit charges	✓	✓
MAX/PRO/FAB/PRODX/FAB	Two times Preventive Maintenance Visit	✓	✓
	One time replacement of Sediment Cartridge	✓	✓
	Two times replacement of Mineral Cartridge	✓	✓

	One time replacement of Activated Carbon & Silver Impregnated Taste Enhancer	✓	✓
	One time replacement of Reverse osmosis membrane	✓	×
	Cost of replacement of Germicidal UV, Electrical parts, Electronic parts in case of failure	✓	✓
	Break down visit charges	✓	✓
DIGITOUCH/ DIGIPLUS/ UTC/DELITE DX/DELITE	Two times Preventive Maintenance Visit	✓	✓
	One time replacement of Sediment Cartridge	✓	✓
	Two Times replacement of Mineral Cartridge for Digitouch/ DIGIPLUS/ UTC/DELITE DX/DELITE ALK HR	✓	✓
	One time replacement of Activated Carbon / Membrane Performance Enhancer Cartridge/ Silver Impregnated Taste Enhancer	✓	✓
	One time replacement of Reverse osmosis Membrane	✓	×
	Cost of replacement of Germicidal UV, Electrical parts, Electronic parts in case of failure	✓	✓
	Break down visit charges	✓	✓
MAX ALKALINE/ PRO ALKALINE/ DIGIPLUS ALKALINE/ DELITE ALKALINE/FAB ALKALINE/DIGITOUCH ALKALINE/UTC ALKALINE/ DELITE ALKALINE HR/GRECIA ALKALINE/DILITE ALKALINE PLUS/ENTICER	Two times Preventive Maintenance Visit	✓	✓
	One time replacement of Sediment Cartridge	✓	✓
	One time replacement of Alkaline Taste Enhancer, Activated Carbon & Membrane Performance Enhancer	✓	✓
	One time replacement of Reverse osmosis membrane	✓	×
	Cost of replacement of Germicidal UV, Electrical parts, Electronic parts in case of failure	✓	✓
	Break down visit charges	✓	✓
25 LPH	Two times Preventive Maintenance Visit	✓	✓
	One time replacement of Sediment Cartridge	✓	✓
	Two times replacement of Mineral Cartridge	✓	✓
	One time replacement of Activated Carbon Cum Absorber/ Silver Impregnated Taste Enhancer	✓	✓
	One time replacement of Reverse osmosis Membrane	✓	×

	Cost of replacement of Germicidal UV, Electrical parts, electronic parts in case of failure	✓	✓
	Break down visit charges	✓	✓

2. The Product(s) must be **new** and in working condition for availing the MAINTENANCE CONTRACT by the Customer. Customer can purchase extended warranty/AMC/EW from E-Commerce platform along with product purchase.
3. Thereafter the Customer shall make necessary payment for purchasing the MAINTENANCE CONTRACT from Havells through E-Commerce platform.
4. The Customer can pay the MAINTENANCE CONTRACT charges by Credit/Debit card/Net banking on E-Commerce platform This MAINTENANCE CONTRACT shall be valid for the period as mentioned in the MAINTENANCE CONTRACT invoice which shall be effective for the period as mentioned on the invoice (Effective Date).
5. Preventive maintenance visits will be conducted twice from the Effective Date of this MAINTENANCE CONTRACT during the period of MAINTENANCE CONTRACT. Havells will use reasonable efforts to provide the preventive maintenance services at Customer's place. However, the Customer shall also be responsible for informing Havells of any pending/upcoming preventive maintenance visit i.e. 175th day and 350th day from the Effective Date. In case any preventive maintenance visit is missed out by Havells and the Customer fails to intimate Havells when preventive maintenance visit is due and/or has lapsed by 15 days from said dates, preventive maintenance visit for that period shall get automatically cancelled. Customer will not be entitled to avail that particular preventive maintenance visit after its lapse or claim any loss incurred by the Customer due to the lapse of the preventive maintenance visit. The Preventive maintenance visit will be provided in terms of the table provided in clause 1.
6. The Product should be made available to Havells' service representative for undertaking the scheduled MAINTENANCE CONTRACT, failure to do so will be treated as a service rendered.
7. Any additional service visit during the MAINTENANCE CONTRACT period in the event of any breakdown/malfunctioning of the Product on Customer's complaint will be free of charge as per applicable MAINTENANCE CONTRACT type (mentioned in the table above as per Clause 1). In case of breakdown of the Product after the term of this MAINTENANCE CONTRACT, the Customer will be charged for the service visit and repair of the Product as per prevailing policy of Havells.
8. Where any part /component of the Product is replaced during MAINTENANCE CONTRACT period due to failure of such part / component, Havells shall be entitled to take such failed part / component for further inspection.
9. For the free replacement of spare parts as covered by the MAINTENANCE CONTRACT, tax wherever applicable, will be borne by Havells.
10. Havells reserves the right to replace filters/cartridges/membrane based on findings during preventive maintenance /service calls. The replacement of the respective filter/cartridges/membranes will be provided in terms of the table provided in clause 1. .
11. 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.
12. Service under this MAINTENANCE CONTRACT excludes plastic parts, non-electrical parts, painting of the body, aesthetical parts, panels and other styling decorative materials.
13. MAINTENANCE CONTRACT shall not be applicable in case the Product is used for commercial purpose. In case a Product is converted to commercial after taking of the MAINTENANCE CONTRACT, in such case MAINTENANCE CONTRACT shall stand terminated and the Customer shall not be entitled to any refund or damages in any manner whatsoever.

14. In case the Customer wants to terminate the MAINTENANCE CONTRACT before completion of the MAINTENANCE CONTRACT period, Havells shall not be liable to refund any amount for remaining tenure of MAINTENANCE CONTRACT.
15. Acceptance/renewal of the MAINTENANCE CONTRACT after its expiry will be at the sole discretion of Havells. Such renewal may be subject to revised terms and conditions including revised MAINTENANCE CONTRACT charges. Customer will not be entitled for any charges / claims in case of non-renewal of the MAINTENANCE CONTRACT.
16. The MAINTENANCE CONTRACT shall not cover service visits or replacement of parts 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;

17. Due to non-availability of spares or inability of Havells to provide service, Havells may, at its own discretion terminate the MAINTENANCE CONTRACT and in such case shall refund to the Customer, the MAINTENANCE CONTRACT charges on pro rate basis, limited to remaining period of the MAINTENANCE CONTRACT.
18. This MAINTENANCE CONTRACT 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.
19. No modification or variation of this MAINTENANCE CONTRACT is permitted during the subsistence of MAINTENANCE CONTRACT.
20. Neither party shall be liable for the non-performance of its obligations under this MAINTENANCE CONTRACT 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.
21. In case Product needs an up-gradation due to reasons not under control of Havells, Customer shall accept the up-gradation at the prevailing rate.
22. 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 MAINTENANCE CONTRACT. 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 MAINTENANCE CONTRACT 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.

23. The Customer is neither entitled for refund nor shall assign / transfer this MAINTENANCE CONTRACT in favor of any third party.
24. MAINTENANCE CONTRACT 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.
25. 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 24 above). It should be ensured that the Product is installed at the new address by the Havells' Service representative only, failing which this MAINTENANCE CONTRACT shall stand terminated. The cost of such re-installation by Havells will be borne by the Customer.
26. 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.
27. Havells' liability under this MAINTENANCE CONTRACT is limited to providing services and replacement of necessary parts as covered under this MAINTENANCE CONTRACT. 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 MAINTENANCE CONTRACT will be limited to the amount paid by the Customer for availing MAINTENANCE CONTRACT.
28. Customer agrees that any information or data disclosed to Havells under this MAINTENANCE CONTRACT 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.
29. The validity, interpretation and performance of this MAINTENANCE CONTRACT 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.