ANNUAL MAINTENANCE CONTRACT

This Annual Maintenance Contract (AMC) is entered between Havells India Limited (Havells) and the Customer as specified on the AMC invoice/ acknowledgment receipt. This AMC is entered for the maintenance of the Air Conditioner (Product) and shall be valid for the period as mentioned on the AMC invoice/ acknowledgment receipt and shall be effective from the period as mentioned on the AMC invoice/ acknowledgment receipt (Effective Date). Under this AMC, Havells shall provide replacement of functional parts, consumables and periodical services for the Product as applicable, subject to terms and conditions mentioned hereinafter.

TERMS AND CONDITIONS

1. This AMC will cover the services as per the below mentioned table:

All WAC, SAC Invertor & Fix Speed (1.0 T /1.5 T / 2.0 T)	Two times Preventive Maintenance Service
	Unlimited Breakdown Visit
	Gas Charging when need arises
	Cost of replacement of All Electrical parts (Compressor, PCBs, Motors, Capacitors, Remote, Reactors, Transformer)
	Cost of replacement of All Sealed System parts (Service Valves / Heat Exchanger: Eva Coil / Cond Coil)

2. This AMC is valid only in the territory of India.
3. 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
4. Thereafter the Customer shall make necessary payment for purchasing the AMC from Havells.
5. 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).
6. Preventive maintenance visits will be conducted twice from the Effective Date during the period of AMC. It shall be the responsibility of the Customer to duly avail the preventive maintenance services. Havells bears no responsibility in case Customer fails to avail his preventive maintenance services during the said AMC period. The Preventive maintenance visit will be provided in terms of the table provided in clause 1.
7. This AMC shall cover all electrical parts, sealed system parts, labour charges, two Preventive Maintenance Services (available on demand) and gas charging.
8. The Product should be made available to Havells Service Representative for undertaking the scheduled AMC. Failure to do so will be treated as a service rendered.
9. Any additional service visit during the AMC period in the event of any breakdown/malfunctioning of the Product on Customer's complaint will be free of charge as per applicable AMC type (mentioned in the table above as per Clause 1). In case of breakdown of the Product after the term of this AMC, the Customer will be charged for the service visit and repair of the Product as per prevailing policy of Havells.
10. Where any part /component of the Product is replaced during the AMC period due to failure of such part / component, the defective spare part/component shall be sole property of the Company or its Authorized Service Partner during the AMC period.
11. Service under this AMC excludes plastic parts, non-electrical parts, paint of the Product and any other aesthetics of the Product.
12. AMC shall not be applicable in case the Product is used for commercial purpose. In case a Product is converted to commercial use after taking the AMC, in such case AMC shall stand terminated and the Customer shall not be entitled to any refund or damages in any manner whatsoever.

13. In case the Customer wants to terminate the AMC before the expiry of AMC, Havells shall not be liable to refund any amount for remaining tenure of AMC.
14. Renewal of the AMC after its expiry will be at the sole discretion of Havells. Such renewal may be subject to revised terms and conditions including revised AMC charges.
15. The AMC shall not cover service visits or replacement of parts under the following circumstances:
    - If the Product is serviced, repaired, installed, de-installed, re-installed or otherwise attended to by any person other than the Authorized Service Representative of the Company.
    - If customer violates AMC terms and conditions, instruction manual guidelines, recommendations of Authorised Service Representative and/or operates the Product otherwise than as per Product specifications.
    - If the serial number affixed by the Company on the Product or any part thereof is damaged, defaced, obliterated or erased/ tampered with for any reason whatsoever or if Product is refurbished/modified.
    - If the Product is operated in conditions otherwise than normal conditions (e.g. abnormal Voltage surge, corrosive/alkaline/acidic atmosphere, dust, installation near the open drainage system etc.)
    - Any harm caused due to accident, negligence, improper maintenance, mishandling, tampering, incurred in transit by the customer or which can be attributed to the fault of the customer.
    - Any harm resulting from any unforeseeable circumstances such as force majeure event etc.
    - Any liability resulting from any un-authorized adaptations, attachments and/or adjustments to the Product or from a third party apparatus or equipment;
    - Damage to the Product or any parts due to transportation/relocation;
    - Defects occurring due to usage of local or non-recommended spares, consumables;
    - Visits for re-demonstration at Customer's request or for de-installation and re-installation at a different location.
    - Failure reported in Product due to external factors like electricity, or otherwise;
    - Any harm caused due to any defect in any electrical/civil installation(s), wiring or third party products.
    - Loss of refrigerant caused due to any corrosive action on the original refrigerant pipes, fittings and valves etc.
    - Any damage to the Product due to household pets, rodent or any other insect/animals.

16. Due to non-availability of spares or inability of Havells to provide service, Havells may, at its own discretion terminate the AMC and in such case, shall refund to the Customer the AMC charges on pro rata basis, limited to remaining period of the AMC.
17. In the event the Product is not serviceable or repairable during the AMC period due to technology upgrades, obsolescence of technology, discontinuance of Product/part and/or reasons beyond the control of the Company, the Company will replace the Product with the then prevailing equivalent/upgraded Model. In this event Customer will be liable to pay the differential amount between the market value of the new Product and depreciated value of customer's old Product.
18. This AMC 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 AMC is permitted during the subsistence of the AMC.
20. Havells shall not be liable for the non-performance of its obligations under this AMC 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/lockdown, labour trouble, explosion, or any other cause or circumstance of whatsoever nature beyond its control.

21. This AMC does not provide for refund.
22. This AMC cannot be assigned or transferred in favour of any third party.
23. This AMC will be applicable within municipal limits of city, beyond that it will attract actual transportation and conveyance charges.
24. In case of any request to change the location where the Product has been initially installed during the AMC, the Customer will log in a request with customer care cell to ensure that the de-installation / inspection of the Product is done by a Company's Authorized Service Representative at the existing location. Thereafter the Customer shall transport the Product to the new location at his own cost and consequences for re-installation of the Product. The Customer shall again log in a request with the customer care cell for such re-installation which shall be undertaken by Company's Authorized Service Representative. Such de-installation and re-installation, undertaken during the AMC period shall be done on chargeable basis. Any damage to the Product caused on account of such transit shall be at Customer's cost and risk and Company shall not be held responsible in any manner whatsoever.
25. If the Product is not repairable at the place of installation, then the decision of Havells Authorized Service Representative to take the Product to the service center for repair shall be final. Havells decisions on all questions and complaints regarding the defects shall be conclusive
26. Every visit by Havells Authorised Service Representative will be made within reasonable time from receipt of service request & services can be expected only during working hours & working days of Havells. No services will be provided on National/State public holidays or if prohibited by Govt. regulations.
27. Havells liability under this AMC is limited to providing services and replacement of necessary parts as covered under this AMC. 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 AMC will be limited to the amount paid by the Customer for availing the AMC.
28. Customer agrees that Havells may collect and process the data provided by the Customer for the purpose of providing the AMC.
29. The validity, interpretation and performance of this AMC 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.