# OnsiteGo Extended Warranty Service Agreement (EWSA)

#### **TERMS OF SERVICE**

**EWSA:** Extended Warranty Service Agreement for the Covered Product, the terms

and conditions of which have been set out in this document **Service Agreement:** Extended Warranty Service Agreement

**We, Us, Our:** The issuer of EWSA i.e. OnsiteGo

**You, Your:** The person to whom We are issuing Our EWSA

Covered Product: The unique product being covered by Our EWSA

Purchase Window: This EWSA can be purchased up to 30 days prior to the expiry

of the manufacturer's warranty.

**Coverage Start Date:** This is the date when coverage will start under the EWSA and is a date occurring immediately after the expiry of warranty provided by the original equipment manufacturer of Covered Product

**Coverage Amount:** The maximum coverage amount of OnsiteGo EWSA **Coverage Type:** This defines the level of coverage, such as, whether your Service Agreement will include the optional Accidental Damage from Handling (ADH) coverage. As specified explicitly our EWSA will **NOT** cover Accidental Damage from Handling or by any other nature. Our EWSA does not include any Accidental Damage or Fluid Damage by any nature even if explicitly covered under Manufacturer's warranty

**Manufacturer's Warranty:** The original in box warranty coverage that has been provided by the manufacturer in respect of the Covered Product. Manufacturer's warranty is assumed to begin on the date of purchase of the device as mentioned on the invoice.

**Purchase Price:** The purchase price of the Covered Product specified on the Invoice **Invoice:** The original receipt that has been issued to You by a certified Vendor/Retailer for the Covered Product, for which You have purchased an EWSA **Coverage Term:** This is the tenure of coverage of EWSA which is a period of 12/24/36/48 calendar months in case of 1/2/3/4 year/s plan respectively for qualifying devices. The tenure begins immediately after the expiry of the in box warranty provided by the manufacturer. The sum of the terms of Manufacturer's Warranty and Extended Warranty should be a maximum of 5years.

**Preventive Maintenance:** An add-on feature available for select categories of products. This add-on feature entitles your qualifying product to a yearly health check-up at no extra cost. This feature need not be purchased separately. It is automatically added for qualifying products

#### 1) Introduction – What is Covered

Under this EWSA, if a Covered Product suffers a breakdown at any time during the term of Your EWSA, the Covered Product will be repaired or replaced with a new or refurbished device at the discretion of OnsiteGo. A product containing similar features will be provided if a product of the same make and model is not available at the time the replacement is supposed to be made. The make and model of the new or refurbished replacement will be at the sole discretion of OnsiteGo. EWSA service partners will visit your location OR EWSA logistics partners will have the Covered Product shipped to a service centre and get it repaired. Once the Covered Product is repaired, our logistics partners will have the product shipped back to you. The cost of 2-way shipping will be borne by us except in cases where the EWSA is considered void by virtue of SECTION "What is Not Covered". In such cases, the cost of shipping will be borne by the Customer and if our logistics partners have incurred the cost of shipping wholly or in part – You shall be liable to repay the amount to OnsiteGo. For areas, not covered by OnsiteGo's logistics partners, We may guide you to the nearest service centre for repairs.

This EWSA effectively transfers the risk of failure from You onto Ourselves, while ensuring standardized repair service for your products. The EWSA is limited only to the manufacturing /workmanship defects in the Covered Product. This EWSA covers 1) Cost of parts 2) Cost of labour 3) Cost of delivering the service at home or cost of transporting the product for repairs.

The products covered for the various coverage terms under OnsiteGo EWSA are:

Category	1 Year	2 Year	3 year	4 Year
Air Conditioners	✓	✓	✓	✓
Audio System	✓	✓	✓	*
Camera	✓	✓	×	×
Desktop	✓	✓	✓	✓
Dishwasher	✓	✓	✓	✓
Dryer	✓	✓	✓	✓
Fan	✓	✓	×	×
Health & Personal Care	✓	×	×	×
Home Appliance	✓	✓	✓	✓
Home Theatre	✓	✓	✓	✓
Kitchen Appliance	✓	✓	×	×
Laptop	✓	✓	✓	✓
Microwave	✓	✓	✓	✓

Mobile Phone	✓	×	×	×
Oven & Cooker	✓	✓	×	×
Phone Fixed	Fixed   ✓			×
Printer & Office Solution	✓	✓	×	×
Refrigerator	✓	✓	✓	✓
Small Appliance	✓	✓	×	×
Tablet	✓	×	×	×
Television	✓	✓	✓	✓
Washing Machine	✓	✓	✓	✓
Water Purifier	✓	✓	×	×

#### 2) WHAT IS NOT COVERED

This EWSA does not cover the following components or specific conditions:

- a) Products that do not carry an existing Manufacturer's Warranty valid in India at the time that this EWSA has been purchased by you.
- b) Physical or accidental damage of any kind that causes internal or external components to malfunction.
- c) Issues arising on account of liquid/water logging.
- d) Issues arising out of wear and tear of the Covered Product.
- e) Issues or costs arising due to unauthorised repairs carried out on the Covered Product, improper usage and defects due to electrical wiring, plug(s), switches, extension box, inverter, grounding defects, damages due to sudden surge fluctuation, fluctuating voltage, loose contacts etc.; and damages resulting from external causes like rat bite(s), insect infestation or intrusion.
- f) Breakdown on account of any accessories not originally provided by the manufacturer of the Covered Product.
- g) Issues arising as a result of non-operating or cosmetic deterioration that do not affect the functionality or operation of the Covered Product.
- h) If modifications are carried out in consonance with the brands' policies using genuine parts and through authorised service centres which increase the Value of the Covered Product then the EWSA will continue to apply to the Covered Product. However, the EWSA will only cover the original invoice value of the product and will exclude the modifications carried out.
- i) Performing actions on the Covered Product that cause the manufacturer's warranty to void, including products that have been modified, altered, adjusted or repaired, serviced, moved, removed, installed, by unauthorised persons.

- j) Any other condition that voids the Manufacturer's Warranty prior to end of its standard warranty period, including repairs from the local and unauthorized service centres.
- k) Any issue occurring prior to the commencement of the EWSA or after its expiry.
- I) Breakdown or consumption of consumable products such as cables, cords, cartridges, tapes, software items, batteries, chargers, earphones, headphones, fuses, bulbs, styli, ribbons, plastic, rubber, sheet-metal parts, doors, main liner, cracks, paintwork, product finish, dents, scratches, plugs, rubber pads, stabilizer, grills, casing, trays, light covers, filters, attachments, belts, toner, drums or any other add-ons (accessories such as blades, jars, tubs, covers, plates, etc.), cleaning and lubrication, alignment and descaling.
- m)Defects due to transmission/cable/DTH/or any other external source from where the signal input are fed to the product.
- n) Breakdown caused by a failure to follow the manufacturer's installation or operating instructions.
- o) Product(s) with removed or altered serial numbers.
- p) Damage to computer hardware, software and data caused by, including, but not limited to virus, application programs, network drivers, source code, object code or proprietary data, support, configuration, installation or reinstallation of any software or data.
- q) Any product fraudulently described or misrepresented by You.
- r) Malfunction of the Covered Product resulting from inadequate safekeeping, storage at high temperatures or humidity, storage with mothballs or leakage of batteries.
- s) Damage occurring due to natural calamities like floods, earthquakes and acts of God.
- t) Products used for commercial uses not covered.

# 3) MAXIMUM LIABILITY

The maximum amount payable by us under this EWSA will be the original Purchase Price of your product. If for any 1 Service Request, the cost of repairs is greater than the current/last available market value of the device, the device will be replaced. Replacement is provided in the form of new or refurbished device or Gift Cards.

In the event that We make payments for repairs or replacements, or for Gift Cards reflecting the replacement cost of an item of equal or equivalent features and functionality, which in the aggregate, are equal to the Coverage Amount, the EWSA will be considered as fulfilled and We will have no further obligations, notwithstanding any outstanding term of the Service Agreement.

### Except as indicated above, in no event will this EWSA be liable for:

a) 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, inconvenience, mental or physical stress, commercial or economic loss of any kind, or special, incidental, or consequential damages.

- b) Incidental damages due to malfunctioning of the product such as loss of income or loss of profit etc.
- c) Any request made by a third party or made by customer on behalf of a third party.
- d) Any damage that occurs as a result of customer's failure to follow the directions in the User manual.

This limitation of liability applies in all circumstances i.e. when damages are sought, a request made under this limited EWSA, or as a tort request (including negligence and strict product liability), a contract request, or any other request. This limitation of liability cannot be waived or modified by any person. This limitation of liability will be effective even if Customer has advised OnsiteGo / its representative of the possibility of any such damages or even if such possibility was reasonably foreseeable.

#### 4) Your Responsibility

- a) You will be required to provide us with a copy of the complete set of requisite documents at the time of request. If the IMEI/Serial Number of the device has changed due to repairs or replacement by the manufacturer/retailer, please provide us with a copy of the Swap Letter that clearly mentions the current and old IMEI/Serial Number of the device.
- b) You are required to correctly select the right EWSA for your product based on condition, price and purchase location.
- c) You are required to report the problem to OnsiteGo within 7 calendar days of its occurrence beyond which the request is liable to be rejected.
- d) It is your responsibility to properly maintain, store and use your item according to the manufacturer instructions and take all reasonable steps to use your equipment as prescribed by the manufacturer.
- e) You agree to submit salvage/residual in all requests.
- f) OnsiteGo will contact You if you are required to submit details of your Covered Product such as the unique Serial Number of the product. You will be required to provide details to OnsiteGo within 8 weeks of purchasing the Product.

Non-fulfilment of ANY of the above conditions may result in the EWSA being considered as void and all requests made against EWSA are liable to be rejected.

# **5) CANCELLATIONS**

This EWSA can be cancelled within 30 days of purchase without any reason whatsoever. Upon cancellation of the EWSA no charge will be deducted from the amount paid towards the EWSA and the entire amount shall be refunded. No cancellations can be made by the Customer after 30 days from the Date of Purchase of EWSA.

If the Customer makes a request, knowing it to be false and/or fraudulent as regards the value or the amount of work or otherwise, this Service Agreement is deemed to be cancelled from inception without return of money paid and the customer must return all request payments received till such cancellation, including any shipping charges or other ancillary charges incurred by the Company.

#### 6) ONSITEGO SERVICE ASSURANCE FOR QUALIFYING BRANDS

- a) In the event of your product requiring repair, OnsiteGo will undertake to get your product repaired.
- b) Subject to the other terms and conditions mentioned in this document, OnsiteGo provides committed timelines for repairs for certain qualifying brands of products. In the event that your product of qualifying brand requires repairs, OnsiteGo will get the repairs carried out within a period of 14 working days (30 working days for Televisions) from the date of registering a request with OnsiteGo. If OnsiteGo is unable to get your product of qualifying brand repaired within the time period specified above from the date of registering a request, you will be eligible to receive a new or refurbished replacement product/gift card from OnsiteGo, provided that:
  - i) There is no delay in providing access to the product to us when we request you to provide such access to us for repairs; any delay in providing access to the product will extend the commitment by the delayed period.
  - ii) You are able to provide the correct documentation to us on time when we request you for it; any delay in handing over the correct documentation to us will extend the commitment by the delayed period.
  - iii) You respond within reasonable time to a request(s) for any relevant information regarding the product or to any other information sought by us to process your request quickly; any delay in responding to us in a timely manner will extend the commitment by the delayed period.
  - iv) At times, global events disrupt the supply of spare parts for an extended period of time, when brands are unable to provide spare parts due to large-scale disruptions in their operations. While OnsiteGo will make all efforts to provide a resolution in the committed timelines, the Service Timeline will not apply when spare parts supply is disrupted due to events over which OnsiteGo has no control especially when those events disrupt global supply chains. However, OnsiteGo shall inform you of any such delay and provide you confirmation from the brands or its authorised representatives on the delay.
  - v) Remote controls are explicitly not covered by the OnsiteGo Service Assurance.
  - vi) This list of brands qualifying for our service assurance are as follows:

<b>Product Category</b>	Service Assurance of 14 Working Days		
Audio Systems	Sony, Samsung, LG		
Cameras	Canon, Nikon, Sony, Samsung		
Cookers	Bajaj, Preethi, Panasonic, Philips		
Dryers	LG, Samsung		

Fans	Bajaj, Sunflame, Symphony, Usha, Maharaja, Morphy Richards, Havells			
Frontload Washing Machines	Samsung, LG			
Grooming & Hair Care	Philips, Panasonic, Optima, Braun, WAHL			
Irons	Philips, Bajaj, Panasonic, Morphy Richards, Havells			
Kettles	Philips, Bajaj, Optima, Morphy Richards, Havells, Hamilton Beach			
Laptops	Apple, HP, Dell			
Massagers	Osim, Paramount, Panasonic			
Microwaves	LG, Samsung, Bajaj			
Mobiles	Apple, Samsung, Nokia, LG, Sony			
OTG	Morphy Richards, Bajaj			
PC Desktops	Apple, LG, HP			
Refrigerators	LG, Hitachi, Samsung, Godrej, Whirlpool, Panasonic,			
	Sharp, Bluestar			
Room Coolers	Bajaj, Symphony, Usha			
Room Heaters	Bajaj			
Semiautomatic Washing Machines	Samsung, LG, Whirlpool, Godrej, Videocon			
Split ACs	Samsung, LG, Panasonic, Carrier, Voltas, Godrej,			
Split ACS	O'General, Bluestar			
Tablets	Apple, Samsung, Nokia, LG, Sony			
Toasters	Optima, Bajaj, Sunflame, Philips			
Top-load Washing Machines	Samsung, LG, Panasonic, Godrej			
Window ACs	LG, Carrier, Voltas, O'General, Bluestar			
Any Brand or Category not mentioned in this list qualifies for an SLA of 21 working				
days				
All Televisions qualify for an SLA of 30 working days				

For brands that do not repair products but replace them, OnsiteGo will provide the Customer with the replacement provided by the brand, which may or may not be a new piece. The payment required to be made to the brand to process the replacement, will be made by OnsiteGo. Replacements will be provided by way of a new/refurbished product or gift vouchers.

# 7) Preventive Maintenance

Preventive Maintenance add-on feature is available for all brands of Air Conditioners and Water Purifiers. This add-on need not be purchased separately. It is automatically included in the EWSA when you purchase an EWSA.

- a) Preventive Maintenance feature is applicable once a year for every year of OnsiteGo EWSA.
- b) Issues with the Covered Product identified during the Preventive Maintenance will be covered by the terms of OnsiteGo EWSA, provided they do not fall in the

specific set of exclusions as defined in SECTION "What is Not Covered" of the Terms of Service of this OnsiteGo EWSA. You will retain the option of covering the costs of repairs for such cases.

# 8) GENERAL

- a) We may subcontract the services provided under any OnsiteGo EWSA without any prior notice to Customer.
- b) In the event of repairs of any part/s of the unit, this EWSA will thereafter continue and remain in force only for the unexpired period of the EWSA. The time taken for repair and in transit, whether under the warranty or otherwise, shall not be excluded from the warranty period.
- c) This Agreement is the complete and exclusive agreement between issuer of OnsiteGo EWSA i.e. Onsite Electro Services Pvt. Ltd. and Customer relating to the subject matter hereof. The retailer is only authorized dealer of our products, and shall not be responsible for any of your grievance with regards to the services to be performed by OnsiteGo under this Terms of Service. Any statements or representations made by resellers, ASPs or others that are inconsistent with this Agreement shall not be binding upon OnsiteGo. No amendment or modification shall be binding, unless made in writing and signed by an authorized representative of OnsiteGo.
- d) We shall not be liable for delay in furnishing or failing to furnish service if such delay or failure is caused by an act of God, strike, governmental action or any other cause beyond OnsiteGo's control.
- e) If any provision of these terms of service shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
- f) If at the time of occurrence of any request for a product covered under this EWSA there subsists any other Warranty/Maintenance Contract/Extended Warranty, or similar programme of any nature whatsoever covering the Equipment whether effected by this agreement or not then we shall not be liable to pay or contribute more than its rateable proportion.
- g) The marketing brochures are meant purely for educating customers about the features and terms of EWSA and they have no commercial value.
- h) Any disputes arising in connection with this EWSA shall be governed by the laws of India. The courts of Mumbai shall have the exclusive jurisdiction over disputes arising hereunder.
- i) All rights are reserved with Onsite Electro Services Private Limited.
- j) The EWSA is serviceable only within the territorial limits of India.

### 9) How to use OnsiteGo Extended Warranty

- a) If your product is not functioning normally, please check the settings on your product and ensure they are configured correctly.
- b) Please read this service agreement and check whether the problem faced by You is covered under this service agreement.

c) If You believe the problem faced by you is covered under this service agreement, please call us on 1800 22 0506 or email us at secure@onsite.co.in within 7 days of its occurrence and we will get your product repaired.

#### **ESCALATIONS**

If you are not satisfied with the services provided by OnsiteGo, you can contact us on:

Level of Contact	Name	Mail ID	Phone	Response TAT	Availability
1	Escalations Desk	escalations@onsite.co.in	N/A	1 day	10:00 AM to 6:00 PM, Mon to Sat*
2	Sameer Shaikh	sameershaikh@onsite.co.in	022-29200343	4 working hours	10:00 AM to 6:00 PM, Mon to Sat*
3	Amar Desai	amardesai@onsite.co.in	022-29200343	2 working hours	10:00 AM to 6:00 PM, Mon to Sat*

<sup>\*</sup>except public holidays