

# Domestic Service Warranty

## 1. Definitions

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

Accessories: Micro USB cable provided by Saregama to the Customer along with the Product(s).

Saregama: Saregama Inc., a corporation incorporated in the state of Delaware, United States of America, and having its office at 200 Continental Drive, Suite 401, Newark, Delaware 19713 USA

Product(s): Saregama Carvaan Mini imported, marketed and sold by Saregama, through its Authorized Dealers / Authorized Resellers including Authorized Online Resellers. Saregama Carvaan Mini purchased outside of USA is not covered under Product definition and accordingly not eligible for Saregama Warranty. Product does not include Accessories.

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

## 2. Scope of Warranty

Saregama's Warranty for the Product(s) is only against any defects in the manufacturer's material or workmanship. Saregama's warranty does not cover any accidental damage, loss, acts of God, or misuse / abuse of the Product(s) or any other event not attributable to the manufacturer's material or workmanship or manufacture of the Product(s). Accessories are not covered under warranty.

## 3. Warranty Period

Product(s) is covered under 6 month standard warranty from the date of Product(s) purchase by the Customer. Warranty validation / Warranty period confirmation would be done through Customer Invoice date. If a Customer transfers the ownership of Product(s) 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 of the Product(s), as a pre-condition for availing the warranty of the Product(s). No claim made by a third party or made by Customer on behalf of a third party shall be entertained by Saregama.

## 4. Warranty Type

Any unit of the Product(s) identified with a manufacturing defect will be replaced with a new unit of the Product(s) by Saregama.

## 5. Warranty Terms

Warranty is provided only on Product(s) which is purchased from Saregama, Saregama Authorized Dealer, Authorized Reseller or Authorized Online Resellers. 6 month warranty will be provided on the Product(s).

In order to claim the Warranty Customer will have to mail their request to [help@saregama.com](mailto:help@saregama.com)

The Customer will receive as reply to his/ her email an address on which said Customer may send the defective unit of the Product ("said address"). The defective unit of the Product and Accessories must be sent to the said address (with the original packaging when purchased or similar packaging) at the cost of the Customer. Once the said defective unit of the Product and Accessories is received at the said address, Saregama will dispatch a fresh unit of the Product and Accessories to Customer's address. In the event on receipt, Saregama finds that the allegedly defective unit of Product does not have any defects, Saregama will dispatch the same unit of the Product and Accessories received from Customer, back to the Customer's address.

In order to avail the Warranty, Customer will have to provide the invoice of the unit of the Product purchased by Customer to Saregama, either by dispatching it to Saregama along with the defective unit of the product or by emailing to Saregama at the email address provided for the same purpose a scanned copy of the said invoice.

The replaced unit of the Product and Accessories shall become the property of Saregama.

This Warranty does not cover liability for loss/content loaded in the Product(s) due to misuse or tampering by the Customer. If the content is altered, deleted, or in any way modified, Saregama shall not be responsible.

Warranty does not cover warranty of functionality of the Product(s).

This Warranty does not apply to normal wear and tear to the memory card, speaker and battery if the Product(s) is used in commercial, business, industrial, educational or for rental purpose.

Warranty does not cover damage caused due to act of God and force majeure events including but not limited to fire or water damage, electrical disturbances etc.

The warranty on the Product(s) will be terminated automatically 6 months from the date of purchase of the Product(s) even if the Product(s) was not in use during the warranty period. The warranty is limited only to the manufacturing/workmanship defects in the Product(s). There is no warranty on the plastic parts of the Product(s) and on Accessories.

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

- The Product(s) is physically damaged
- The Product(s) is modified, repaired, maintained and /or opened, disassembled i.e. damage arising out of unauthorized modification, repair, and alteration
- The Product(s) is operated in ways other than recommended by Saregama in the user manual. Operation of the Product(s) outside the usage parameters stated in the user manual provided with the Product.
- Any malfunction in the Product(s) resulting from inadequate safekeeping, storage at high temperatures or humidity, storage with mothballs or leakage of batteries
- Any malfunction in the Product(s) resulting from exposure of the Product(s) to dirt, sand, water including rust inside the Product(s), fire and/or shock
- The model no. or serial no. sticker on the Product(s) is removed, mutilated or tampered with
- Defect is the result of physical breakage, electric connection or electrical faults external to the Product(s)
- Any damage occurs to the Product(s) as a result of Customer's failure to follow the directions in the User Manual
- Any damage to the Product(s) arising out of use of any consumables or accessories other than those supplied by Saregama, Authorized Dealers, Authorized Resellers or Authorized Online Resellers

## 6. Limitation of Liability

Saregama makes no other express warranty either in writing or otherwise and expressly disclaims all warranties and conditions not stated in this limited warranty. Saregama does not warrant that the operation of the Product(s) will be uninterrupted or error-free. To the extent allowed by law, 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(s) 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 unit of the Product(s) identified with a manufacturing defect will be replaced with a new unit of the Product(s) by Saregama.

Any disputes arising in connection with this Limited Warranty shall be governed by the laws of Delaware, U.S.A. The courts of Delaware, U.S.A. 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. The invoice received with the Product will serve as proof of purchase.

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

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

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

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

Dealer's Name: \_\_\_\_\_

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

I accept the terms and conditions of the warranty

Customer's Signature: \_\_\_\_\_