



# Product Warranty Certificate

## **Warranty Policy**

- A. MEMIGHTY, hereinafter referred to “We” or “Company”, hereby certify warranty of mightyHOME Products of MEMIGHTY for a period of 3 (Three) Years from the date of product delivery to the end consumer.
- B. The warranty assures that the company will repair/replace any part(s) of the product against manufacturing defects during the period of the warranty.
- The product has to be brought (By courier or By hand delivery) to our office during the period of warranty.
  - Visit charges shall be extra applicable in case customer requires site visit by company’s officials.

## **Terms & Conditions of Warranty**

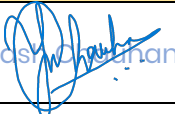

1. This warranty is confined to the purchaser of the product only. The Warranty is provided to you only and is not transferable to any third party.
2. Invoice of purchase is required to be presented to the company for proceeding the process of repair/replacement guarantee. Without Invoice we cannot proceed further for warranty.
3. This warranty certificate covers repair/replacement guarantee against manufacturing defects only. The warranty does not include reimbursement of the device.
4. This warranty certificate does not cover repair/replacement guarantee against the following:
  - If purchase price was waived
  - Damage caused to the product by reason of:

- The warranty period is expired
  - The serial number label is missing or unrecognizable
  - Damage caused by user (including but not limited to breakage of the module, wrong installation, no electrical earthing)
  - Neglect
  - Misuse / Abuse
  - Unintended Use
  - Alteration
  - By malfunctioning software, attack of a computer virus, or by failure to update the software
  - By operating or storing the device in extremely adverse conditions, i.e. high humidity, dust, too low (freezing) or too high ambient temperature. Detailed permissible conditions for operating the Device are defined in the operating manuals
  - By using accessories not recommended by the company
  - By customer's failure to provide maintenance and servicing activities recommended by the company
  - Wear & Tear
  - Water Damage or Spillages or moisture (including but not limited to exposure or contact with any liquid)
  - Physical Damage
  - Damages caused by pens / screwdrivers, etc. or any other objects
  - Accidents any acts of god
  - Erratic power supply
  - Failure to follow instruction issued by company for proper uses of the product(s)
  - International / Non-international handling damages
  - Defect subjected to Force Majeure, such as acts of God, flood, lightning, earthquake, war, vandalism, theft, brownouts or sags (damage due to low voltage disturbances)
5. The company shall not be liable for damages to property or user caused by defective device. The company shall not be liable for indirect, incidental, special, consequential or punitive damages, or for any damages, including. Inter alia, loss of profits, savings, data, loss of benefits, claims by third parties, and any other damages, arising from or related to the use of the product(s).

6. If at any stages it comes into account that the product has been in an unauthorized way tampered with, in that case the warranty of the product(s) shall be deemed null and void immediately. Thereupon, the company shall stand absolved from all its obligations under this warranty.
7. The company reserves the right to retain any parts of products it replaces at its sole discretion in the event of a defect noticed in the product.
8. If the product is removed, repaired or replaced by any unauthorized person then the warranty of the products expires immediately.
9. The company is not liable for any in-servicing due to reasons beyond the control of the company.
10. Damages of the product or any of its part caused due to shifting or transportation is not covered under this warranty.
11. This warranty shall terminate on expiry of the warranty period for which it is given irrespective of whether it was in use or not from the date of invoice.
12. The company does not represent that the service it offers and the product it provides may not be compromised or circumvented by personal injury or loss of product by burglary. The company does not give any insurance or assurance of prevention, or an assurance that such an event will not occur or that there will be no personal injury to product or loss to property as a result of such an event.
13. If the customer has defaulted in payments of any of its dues to the Dealer / Distributor, then this warranty shall stand suspended till the time customer clears all his dues and such shall be counted in calculating the total period of warranty. In such circumstances, the company reserves the right to carry out repair/replacement guarantee under this warranty at its sole discretion
14. The company's employees, Normal Dealers, Authorized Dealers or Area Distributors have no authority to vary any of these terms under this warranty certificate.
15. In case of support for warranty, the customer shall report their complaint through proper channels only.

16. If the product is given on rent or allowed to be used by any person other than the first customer without the prior written approval of the company, then warranty shall not remain in force and shall lapse with immediate effect.
17. If the product is being used for any other purpose other than specified by the company, then the warranty will end with immediate effect.
18. This warranty is issued in lieu of all conditions expressed or implied by the laws or by any person purposing to act on behalf of the company and excluded every condition not herein expressly set out.
19. This warranty is issued at Surat and courts at Surat shall have exclusive jurisdiction on matters covered by or arising out of this warranty. Customer agrees to the exclusive jurisdiction at the courts of Surat.
20. The company markets across India. The company will have warranty support to all its customers across India.

<b>File Name</b>	<b>mightyHOME Product Warranty Certificate</b>
<b>Version</b>	<b>V1</b>
<b>Revision</b>	<b>04</b>
<b>Published</b>	<b>21/04/2020</b>

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