

# LIMITED WARRANTY AGREEMENT

## GENERAL

In terms of Information Technology statutes, this document is an electronic record. Being generated by a computer system it does not require any physical or digital signatures.

The Device **Picostone Basic** (hereinafter referred to as “**Device**”), owned by Picostone Technology Private Ltd. (“**Company**”), a private limited company incorporated under the Companies Act 2013, having its registered office at 63, FLOOR 2, A & B, MUNICIPAL INDUSTRIAL ESTATE DAINIK SHIVNERI MARG, WORLI MUMBAI Mumbai City MH 400018 IN, represented by its members, where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns.

For the purpose of this Warranty Agreement, along with any amendments to the same, and wherever the context so requires “You” or “Buyer” shall mean any natural or legal person who has bought the Device. “Agreement” shall mean and refer to this Warranty Agreement, including any amendments that may be incorporated into it. “Third Party” shall mean and refer to any individual(s), company or entity apart from the User and Picostone Technology Private Ltd. Under this warranty, you will be able to direct your claims to the Company even in situations where you purchased the Device from a third party. The headings of each section in this Agreement are only for the purpose of organising the various provisions under this Agreement in an orderly manner. These headings shall not be used by either party to interpret the provisions contained under them in any manner. Further, the headings have no legal or contractual value.

## **COVERAGE OF WARRANTY**

The Company warrants to the Buyer of this Device that this Device shall be free from defects in materials and workmanship for a period of 1 year or 2 years (if mentioned in the original bill raised from Picostone) from the date of original retail purchase. If any defect arises during the Warranty Period to any of the Devices, the Company shall, repair or replace that particular part of defect free of cost.

If the Device fails to conform to this Limited Warranty during the Warranty Period, the Company will, at its sole discretion, either:

Repair the Device at no charge using new parts or parts that are equivalent to new in performance and reliability; or Exchange/Replace the Device with a device with equivalent functionality formed from new and/or previously used parts that are equivalent to new in performance and reliability or with your consent, a device that is at least functionally equivalent to the Device it replaces; or Refund the original purchase price of the Device, only if the Company is unable to either Repair or Replace the Device.

This warranty does not include normal depletion of consumable parts such as connectors unless failure has occurred due to a defect in materials or workmanship and, damage resulting from abuse, accident, modifications, unauthorized repairs or other causes that are not defects in materials and workmanship.

Any Device that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for a period of 90 (ninety) days from the date of delivery or the remaining Warranty Period. The Limited Warranty can be transferred from the Buyer to any subsequent owner; however, the Warranty Period shall not be extended in duration for any such transfer.

## **CLAIMING THE WARRANTY**

To claim the Warranty provided to you by this Agreement, you must show the proof of purchase of the Device to verify eligibility. To obtain the Warranty service, contact Picostone Technology Private Ltd using the information described at Support Page or [support@picostone.com](mailto:support@picostone.com) or the dealer from whom you purchased the device. Proof of purchase will be required. The Customer/Dealer will have to comply with the return shipping instructions as by Picostone Technology Private Ltd. Picostone Technology Private Ltd will have no warranty obligations with respect to a returned Device if it determines, in its reasonable discretion after examination of the returned Product, that the Product is an Ineligible Product (defined below). Picostone Technology Private Ltd will bear all costs of return shipping of the Device to the Customer/Buyer/Dealer after it has been either repaired or replaced and shall notify the Customer/Dealer about any additional shipping and handling charges which may be applicable.

## **EXCEPTIONS**

This Limited Warranty Agreement does not cover the following:

Modifications, alterations, tampering, or improper maintenance or repairs;

Handling, storage, installation, testing, or use not in accordance with the User's Guide or other instructions provided by the Company;

Abuse or misuse of the Device;

Losses caused due to the fault of the Buyer, any subsequent owner or any third party.

Breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; or Acts of God, including lightning, flood, tornado, earthquake, or hurricane.

Burntout devices will also not be covered by Warranty.

The Company recommends that you use only authorized service providers for maintenance or repair of the Device. Unauthorized use of the Device can impair the Device's performance and shall invalidate this Limited Warranty.

The Company does not warrant, represent or undertake that it will be able to repair or replace any Device under this warranty without risk to and/or loss of information and/or data stored on the Device.

#### **DISCLAIMER OF WARRANTIES**

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE DEVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY ALSO LIMITS THE DURATION OF ANY IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY.

#### **LIMITATION OF DAMAGES**

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE DEVICE, AND THE COMPANY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE DEVICE WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE DEVICE BY THE ORIGINAL PURCHASER.

## **LIMITATION OF LIABILITY**

THE COMPANY PROVIDES YOU INFORMATION REGARDING YOUR DEVICE OR OTHER PERIPHERALS CONNECTED TO YOUR DEVICE (“DEVICE PERIPHERALS”). THE TYPE OF DEVICE PERIPHERALS THAT MAY BE CONNECTED TO YOUR DEVICE MAY CHANGE FROM TIME TO TIME. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL DEVICE INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, ON AN “AS IS”, AND “AS AVAILABLE” BASIS. THE COMPANY DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT DEVICE INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE OR THAT DEVICE INFORMATION OR USE OF THE SERVICES OR DEVICE WILL PROVIDE SAFETY IN YOUR HOME. YOU USE ALL DEVICE INFORMATION, THE SERVICES, AND THE DEVICE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND THE COMPANY DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR WIRING, FIXTURES, ELECTRICITY, HOME, DEVICE, DEVICE PERIPHERALS, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN YOUR HOME, RESULTING FROM YOUR USE OF THE DEVICE INFORMATION, SERVICES, OR DEVICE. ANY LIMITATIONS OF LIABILITY IN THIS WARRANTY DOCUMENT SHALL NOT APPLY TO DEATH OR PERSONAL INJURY PURSUANT TO ANY MANDATORY LAW ON LIABILITY OF THE DEVICE, FRAUD OR FRAUDULENT MISREPRESENTATION; INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE; OR A CULPABLE BREACH OF MAJOR CONTRACTUAL OBLIGATIONS. A DAMAGES CLAIM BASED ON A BREACH OF MAJOR CONTRACTUAL OBLIGATIONS OR GROSS NEGLIGENCE WILL BE LIMITED TO FORESEEABLE DAMAGE TYPICAL FOR THE SALE CONTRACT CONCERNED. DEVICE INFORMATION PROVIDED

BY THE SERVICES IS NOT INTENDED AS A SUBSTITUTE FOR DIRECT MEANS OF OBTAINING THE INFORMATION.

**GEOGRAPHICAL EXTENT**

This Warranty Agreement is governed by and construed under the laws of the country in which the product purchase took place. This Warranty Agreement for the Device shall be valid and applicable only in India.

**SEVERABILITY**

Each paragraph of this Warranty Agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise expressly indicated or indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.