## **AIRCONDITIONER**

Panasonic India Pvt. Ltd. having its registered office at "12<sup>th</sup> floor, Ambience Tower, Ambience Island N.H 8, Gurgaon 122002, Haryana", herein after referred to as "Company" warrants that the Panasonic brand of Air conditioners ("Product") shall be free from any manufacturing defect for a period of one year from the date of purchase by end user ("Customer"),on the following terms and conditions and as the case may be with free of charge repairs of part(s) of the Product, if proved upon inspection by the Company or any of its authorized Dealer/Service Centre, to be defective due to faulty material or workmanship.

The above mentioned warranty shall be valid for all functional parts for a period of twelve months from the date of purchase by customer as mentioned on Purchase Invoice ("Warranty Period").

For Rotary Compressor in all Panasonic Domestic one to one Split Air-Conditioners up to 5.0 Ton and Scroll Compressor fitted in One to One High wall split Inverter model up to 2.5 Ton carries warranty for 5 years from customer date of purchase invoice.

This warranty covers only the repairs and does not entitle the Customer for replacement of the Product. The Company shall provide such warranty services through its Authorised Dealer/Service Centre, the following services free of cost during the Warranty Period subject to the below mentioned conditions.

## A. Preventive Maintenance:

Preventive maintenance checkup will be carried out three times in a period of 12 months from the date of Purchase Invoice, upon request from the Customer, which will include ,General cleaning and brushing up of Dirt and Muck, general checkup of the performance of the Product unit, cleaning of air filter, and checking of electrical parts and components.

## B. Breakdown Complaints:

Company will put its best efforts to promptly attend to any breakdown complaint lodged by the Customer. Company will carry out repairs if it is determined by the Company's authorised service representative that these are due to manufacturing defects.

## The aforementioned warranty shall be subject to the under mentioned conditions:

- 1. The Customer has to provide original Purchase Invoice and warranty card at the time of requesting the warranty services.
- 2. Total Warranty Period is limited as provided hereunder from the date of Purchase Invoice irrespective of the period the Product unit was not in use; was not giving proper performance; was under breakdown or was under repair(s) by Company's Authorised Service Centre.
- 3. In the event of repairs of any part during the said Warranty Period, the warranty shall thereafter continue only for the unexpired period of the original warranty Period. The defective part(s) shall become property of the Company.
- 4. The Company reserves the right to decide at its discretion, for replacing any defective part with a substitute without affecting the performance of the Product.
- 5. This warranty shall not apply with respect to the Products or any part thereof which has been subject to Installation/repair by any unauthorized persons; any accident or damage during transit; Alteration; Unit/part(s) Serial number mutilated, defaced or altered; Fire; Flood or such occurrences; Presence of any foreign object or living creature (eg. Rat, lizard, insect, ants, etc.) inside the Product unit; use of harmful chemicals; Improper heat load; Usage of unit in an abnormally corrosive alkaline/acidic atmosphere; Any change or defect resulting due to improper maintenance.
- 6. The Product is defined to operate at a voltage supply 220 volts / 50 Hz with a tolerable variation of plus or minus 10% in case of single phase product. Any failure due to operation of the machine beyond the above specified limits will not be covered under warranty.

- 7. The Company shall not be liable or be deemed to be in default for any delay or failure in performance resulting directly or indirectly from causes beyond its reasonable control including delay in repairing due to non-availability of any component or accessory, labor problem, restrictions and regulations of the government, public movement, war and any unavoidable circumstances, specially vis-à-vis the import of supplies and raw material or if the company is otherwise prevented from performing its functions under this warranty.
- 8. For Product units installed outside the municipal limits of the Company or Authorized Dealer's service center, all expenses incurred in to & fro transportation of unit / parts, lodging, boarding, conveyance and other incidental charges will be borne by and payable in advance by the Customer.
- 9. The warranty extended herein is in lieu of implied conditions and warranties under the law, and is confined to the repair(s) of defective parts and does not cover any consequential or resulting liability, damage or loss arising from such defects. Furthermore, the warranty in no case shall extend to the payment of any monetary consideration whatsoever or the replacement or return of the Product as a whole
- 10. Any defect in the electrical installation or wiring at site has to be rectified by the Customer as per the recommendation of Company's Authorized service representative.
- 11. In the event of any difference or dispute arising with reference to the terms and conditions of this warranty or their interpretation, the same shall be referred to a sole arbitrator, who shall be appointed by the Company. The decision of the sole arbitrator shall be final and binding on the parties. Such arbitration proceedings shall be held at New Delhi and provision of the Arbitration & Conciliation Act 1996 shall apply to the arbitration proceedings.
- 12. It is an obligatory condition of this warranty that any changes in the location of the Product unit thereof must be intimated in writing to the Company 10 days in advance and only Company's Authorized Dealer /Service Centre shall remove and install the Product units on chargeable basis, failing which, the warranty shall not be applicable. And this warranty is limited to the first purchaser of the product only and is not transferable.
- 13. The warranty on the compressor shall be void if the failure is due to lack of proper preventive maintenance of the unit or if the unit is repaired / attended to by any unauthorized person.
- 14. While Company undertakes responsibility to supply only the compressor free of cost during Warranty Period, cost of labor, transportation and other incidental expenditures shall be borne by the Customer after the lapse of first year of Product warranty.
- 15. While the Company will make every effort to carry out repairs at the earliest, it is however made explicitly clear that the Company is under no obligation to do so in a specified period of time.
- 16. To the extent permitted by law, this Warranty and the remedies set forth herein are exclusive and in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied. Company disclaims all statutory and implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose and warranties against hidden or latent defects, to the extent permitted by law. In so far as such warranties cannot be disclaimed, Company limits the duration and remedies of such warranties to the duration of this express Warranty and, at Company's option, the repair or replacement services described below.
- 17. The Company's obligation under this warranty shall be limited to repair of part/s only. The maximum amount of liability with respect to any Product related claim/s, if entertained by Company, will be subject to the maximum retail price of the Product purchased or the purchase price, whichever is lower.
- 18. In the event of any unforeseen circumstance, and spares not being available, the Company's prevailing depreciation rules will be binding on the Customer to accept as a commercial solution in lieu of repairs. The depreciation rules will be applicable after one year of purchase of the Product.