

## **Omron Healthcare India Pvt. Ltd.**

### **STANDARD WARRANTY TERMS & CONDITIONS**

1. Below terms and conditions are applicable to products with a standard OMRON Warranty ("Warranty") purchased from, and, registered with OMRON Healthcare India Pvt Ltd ("OMRON"). OMRON reserves the right to modify, amend and update this Warranty at any time and such modifications, amendments and updates shall become effective immediately upon posting on OMRON's website.
2. OMRON declares that the OMRON product purchased by the customer is fit for usage and does not have defects in materials and workmanship. During the Warranty Period (as defined hereinafter), OMRON shall replace or repair the defective part(s) of the OMRON product free of charge. Parts or materials and any accessories which are subjected to normal wear and tear are not covered by this Warranty.
3. This Warranty is offered by OMRON, to the purchaser (hereinafter the "customer") of an applicable OMRON product ("product") and is only valid in the country of original purchase (India) from authorized dealers / sellers.
4. The OMRON products shall have a "carry-in warranty". The customer's copy of the warranty card (Sign & Stamped) along with the INVOICE must be kept by customer in ORIGINAL for Warranty support service and has to be brought to the service centre or nearest pickup point or nearest distributor as informed by OMRON or to courier it to nearest service point along with the product at the customer's expenses. OMRON is not responsible for any courier cost/transporting damages if any. Each claim by a customer under this Warranty must be made in writing, briefly describing the defect in the OMRON product.
5. OMRON reserves the right to reject warranty that contains incomplete and/or incorrect warranty information or missing invoice or warranty card.
6. The warranty is a value-add service, offered by OMRON that begins on the first day of purchase by the end consumer for a minimum period as mentioned on the product ("Warranty Period"). The obligation of OMRON under this Warranty is limited only to the OMRON product and does not extend to the packaging material of the OMRON product or any other accessories of the OMRON product.
7. The warranty is not transferable, negotiable or assignable to any third party.
8. To the extent allowed by the applicable local law, the remedies in this Warranty are the Customer's sole and exclusive remedies. Under no circumstances shall the Warranty coverage extend to any loss or injury to a person or loss damage to property or any incidental, contingent, special or consequential damages or any direct or indirect loss. No implied warranty, including that of satisfactory or merchantable quality or fitness for a particular purpose, applies to the product after the Warranty Period. No other warranties (express or implied) or guarantee given by any other party in respect of the product shall bind OMRON.

9. OMRON products covered under this Warranty cannot be replaced without prior written authorization from OMRON or OMRON's authorized dealer or retailer. OMRON has the sole option to repair or to replace the OMRON product or any part thereof of equivalent quality and specifications in the event of product malfunction. If the OMRON product is replaced, the Warranty will automatically terminate, unless stated otherwise by OMRON. The OMRON product with the original Warranty will then become the property of OMRON (if replacement is accepted by the customer) without need for further authorization. If OMRON chooses to replace the OMRON product and is not able to do so because it has been discontinued or is not available, OMRON may refund the customer or replace the OMRON product with a comparable product (that can show small deviations in design and product specification).

10. In the event of repairs of the OMRON product or any part of the OMRON product, during the Warranty Period, the warranty of the OMRON product shall thereafter continue only for the unexpired period of original warranty.

11. The total value of all repairs and/or replacements made during the Warranty Period shall not exceed the total purchase price paid for the product. All decisions made by OMRON in respect of servicing of the product (including repairs or replacements of products or parts) shall be conclusive and the customer agrees to be bound by such decisions.

12. If the repaired product is not claimed by the user within 60 days from the service completion date, OMRON reserves the right to dispose of the product at its discretion.

13. Any disputes arising in connection with this Warranty shall be governed by the laws of India. The courts of [insert place] shall have the exclusive jurisdiction over disputes arising hereunder.

14. In the event that any clause contained in this Warranty is found to be invalid by a court of competent jurisdiction, the remaining clauses shall remain in full force and effect. The invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

15. The warranties and remedies contained in this Warranty are the only warranties given by OMRON with respect the OMRON products and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability or fitness for a particular purpose, which warranties are hereby disclaimed.

## **Exclusions from coverage:**

a) Damage to the outer case such as aesthetic/glass damage/product body damage and defects caused by misuse, negligence and accident or repaired or modified without OMRON's authorization;

In case of any damage to the product / misuse detected by the authorized service center personnel, the warranty conditions are not applicable and repairs will be done subject to availability of parts and on chargeable basis only.

b) Damage to the arm cuff set and inflation bulb set of blood pressure monitor due to normal wear and tear;

c) Optional parts defects do not apply to standard wear and tear issues similar, and not limited to, stains from any liquids, gels or transferable items, marks from frequent usage, poor storage conditions and/or scratches/abrasions from external bodies/items;

d) Consumable items used in or with the product such as (but not limited to) batteries, filters, needles and gel pads;

e) User-performed routine maintenance and cleaning as indicated in the operating/instruction manual has not been complied with;

f) Unauthorized modifications made to the product, altered serial numbers or repairs performed by non-authorized repairers;

g) External faults such as wiring and electrical connection or defects from using wrong electrical supply;

h) Accidental or intentional physical damage or poor storage conditions;

i) Damage as a result of natural disasters, civil unrest, fire, theft, spilled liquids, corrosion, environmental elements, animal or insect infestation;

j) Commercial use of IN HOME products (multi-user organizations), public rental, use for profit or communal use for multi-family housing;

k) Diagnosis where no defect has been found or noted; and/or

l) Products purchased from unauthorized suppliers within and/or outside India.