

WARRANTY



Terms & Conditions

MAXX MOBILE COMMUNICATIONS 12 months Limited Warranty for the transceiver set and 6 months limited warranty for all the accessories provided along with phone package.

MAXX MOBILE COMMUNICATIONS warranty obligations for this hardware product are limited to the terms set forth below:

MAXX MOBILE COMMUNICATIONS warrants this MAXX-branded Wireless MOBILE PHONE GSM/CDMA equipment product against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, **MAXX MOBILE COMMUNICATIONS** will either:

- (1) Repair the hardware defect at no charge, using new or refurbished replacement parts,
- (2) Exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or
- (3) Refund the purchase price of the product.

MAXX MOBILE COMMUNICATIONS may request that you replace defective parts with new or

refurbished user-installable parts that **MAXX** provides fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by **MAXX MOBILE COMMUNICATIONS**, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Maxx Mobile Communications property. Parts provided by Maxx mobile communications in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to **MAXX MOBILE COMMUNICATIONS** and becomes **MAXX MOBILE COMMUNICATIONS** property.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for **MAXX MOBILE COMMUNICATIONS** that can be identified by the "MAXX" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non- MAXX hardware products or any software, even if packaged or sold with MAXX hardware. Manufacturers, suppliers, or publishers, other than MAXX, may provide their own warranties to the end user purchaser, but MAXX, in so far

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as permitted by law, provides their products "as is". Software distributed by **MAXX MOBILE COMMUNICATIONS** with or without the MAXX brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

MAXX MOBILE COMMUNICATIONS does not warrant that the operation of the product will be uninterrupted or error-free. **MAXX MOBILE COMMUNICATIONS** is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply:

- (a) To damage caused by use with non-MAXX certified products;
- (b) To damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes;
- (c) To damage caused by operating the product outside the permitted or intended uses described by **MAXX MOBILE COMMUNICATIONS**.
- (d) To damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of **MAXX** or an MAXX Authorized Service Provider ("ASP");
- (e) To a product or part that has been modified to alter unavailability or capability without the written permission of **MAXX MOBILE COMMUNICATIONS**;
- (f) To consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship;
- (g) To cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; or if any **MAXX MOBILE COMMUNICATIONS** supplied hardware serial number such as IMEI no, product code,

serial no. has been removed or defaced.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. **MAXX MOBILE COMMUNICATIONS** RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY **MAXX MOBILE COMMUNICATIONS** IN ITS SOLE DISCRETION. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. No MAXX reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, MAXX IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR

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CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH MAXX PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENCE ACTS AND/OR OMISSIONS.

OBTAINING WARRANTY SERVICE

Please access and review the online help resources and the customer assistance and support no. referred to in the documentation accompanying this hardware product before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact the **MAXX MOBILE COMMUNICATIONS** representatives or, if applicable, nearest authorised MAXX service center. When contacting MAXX via telephone, other charges may apply depending on your location. When calling, an **MAXX MOBILE COMMUNICATIONS** representative or ASP will help determine whether your product requires service and, if it does, will inform you how **MAXX MOBILE COMMUNICATIONS** will provide it. You must assist in diagnosing issues with your product and follow **MAXX MOBILE COMMUNICATIONS** warranty processes.

Service options, parts availability and response times may vary. Service options are subject to change at any time. In accordance with applicable law, **MAXX MOBILE COMMUNICATIONS** may require that you furnish proof of purchase details and/or comply with registration requirements of warranty services before receiving warranty service. Please refer to the accompanying

documentation for more details on this and other matters on obtaining warranty service.

MAXX MOBILE COMMUNICATIONS will maintain and use customer information in accordance with the **MAXX MOBILE COMMUNICATIONS** Customer Privacy Policy.

If your product is capable of storing software programs, data and other information, you should protect its contents against possible operational failures.

Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of the contents and disable any security passwords. **THE CONTENTS OF YOUR PRODUCT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE.** Your product will be returned to you configured as originally purchased, subject to applicable updates. You will be responsible for reinstalling all other software programs, data and passwords. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

ALL DISPUTES ARE SUBJECT TO THE JURISDICTION OF THE COURTS OF MUMBAI ONLY.

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