

# BEURER INDIA PRIVATE LIMITED

## STANDARD WARRANTY/GUARANTEE TERMS & CONDITIONS

1. Below terms and conditions are applicable to products with a standard BEURER. Warranty/Guarantee („Warranty/Guarantee“) purchased from, and, registered with BEURER INDIA PRIVATE LTD. („BEURER“). BEURER reserves the right to modify, amend and update this Warranty/Guarantee at any time and such modifications, amendments and updates shall become effective immediately upon posting on BEURER.'s website.
2. BEURER declares that the BEURER product purchased by the customer is fit for usage and does not have defects in materials and workmanship. During the Warranty/Guarantee Period (as defined hereinafter), BEURER shall replace or repair the defective part(s) of the BEURER product free of charge. Parts or materials and any accessories which are subjected to normal wear and tear are not covered by this Warranty/Guarantee.
3. This Warranty/Guarantee is offered by BEURER, to the purchaser (hereinafter the “customer“) of an applicable BEURER product („product“) and is only valid in the country of original purchase (India) from authorized dealers / sellers.
4. The BEURER products shall have a “carry-in Warranty/Guarantee“. The customer's copy of the Warranty/Guarantee card (Sign & Stamp) along with the INVOICE must be kept by customer in ORIGINAL for Warranty/Guarantee support service and has to be brought to the service point or nearest distributor as informed by BEURER or to courier it to nearest service point along with the product at the customer's expenses. BEURER is not responsible for any courier cost/transporting damages if any. Each claim by a customer under this Warranty/Guarantee must be made in writing, briefly describing the defect in the BEURER product.
5. In case to Products purchased online from E-Commerce platforms then INVOICE copy must be kept for claiming the warranty/guarantee in case of any defect in the product.
6. BEURER reserves the right to reject Warranty/Guarantee that contains incomplete and/or incorrect Warranty/Guarantee information on missing invoice or Warranty/Guarantee card.
7. The Warranty/Guarantee is a value-add service, offered by BEURER. that begins on the first day of purchase by the end consumer for a minimum period as mentioned on the product (“Warranty/Guarantee Period“). The obligation of BEURER. under this Warranty/Guarantee is limited only to the BEURER. product and does not extend to the packaging material of the BEURER. product or any other accessories of the BEURER. product. Infrared Lamp Bulbs however are covered under warranty.
8. The Warranty/Guarantee is not transferable, negotiable or assignable to any third party.
9. To the extent allowed by the applicable local law, the remedies in this Warranty/Guarantee are the Customer's sole and exclusive remedies. Under no circumstances shall the Warranty/Guarantee 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/Guarantee, including that of satisfactory or merchantable quality or fitness for a particular purpose, applies to the product after the Warranty/Guarantee Period. No other warranties (express or implied) or guarantee given by any other party in respect of the product shall bind BEURER.
10. BEURER products covered under this Warranty/Guarantee cannot be replaced without prior written authorization from BEURER or BEURER's authorized dealer or retailer. BEURER has the sole option to repair or to replace the BEURER product or any part thereof of equivalent quality and specifications in the event of product malfunction. If the BEURER. product is replaced, the Warranty/Guarantee will automatically terminate, unless stated otherwise by BEURER. The BEURER product with the original Warranty/Guarantee will then become the property of BEURER (if replacement is accepted by the customer) without need for further authorization. If BEURER chooses to replace the BEURER product and is not able to do so because it has been discontinued or is not available, BEURER may refund the customer or replace the BEURER product with a comparable product (that can show small deviations in design and product specification).
11. In the event of repairs/replacement of the BEURER product or any part of the BEURER product, during the Warranty/Guarantee Period, the Warranty/Guarantee of the BEURER product shall thereafter continue only for the unexpired period of original Warranty/Guarantee.
12. The total value of all repairs and/or replacements made during the Warranty/Guarantee Period shall not exceed the total purchase price paid for the product. All decisions made by BEURER 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.
13. If the repaired product is not claimed by the user within 60 days from the service completion date, BEURER. reserves the right to dispose of the product at it's discretion.
14. Any disputes arising in connection with this Warranty/Guarantee shall be governed by the laws of India. The courts of “Chennai“ shall have the exclusive jurisdiction over disputes arising hereunder.
15. In the event that any clause contained in this Warranty/Guarantee 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.
16. The warranties and remedies contained in this Warranty/Guarantee are the only warranties given by BEURER. with respect to the BEURER. 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:

1. 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 BEURER's authorization;
2. In case of any damage to the product / misuse detected by the authorized service center personnel, the Warranty/Guarantee conditions are not applicable and repairs will be done subject to availability of parts and on chargeable basis only.
3. 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;
4. Consumable items used in or with the product such as (but not limited to) batteries, filters, needles and gel pads;
5. User-performed routine maintenance and cleaning as indicated in the operating/instruction manual has not been complied with;
6. Unauthorized modifications made to the product, altered serial numbers or repairs performed by non-authorized repairers;
7. External faults such as wiring and electrical connection or defects from using wrong electrical supply;
8. Accidental or intentional physical damage or poor storage conditions;
9. Damage as a result of natural disasters, civil unrest, fire, theft, spilled liquids, corrosion, environmental elements, animal or insect infestation;
10. Commercial use of IN HOME products (multi-user organizations), public rental, use for profit or communal use for multi-family housing; except for the Professional or Beauty range which is meant for both home as well as institutional use.
11. Diagnosis where no defect has been found or noted; and/or Products purchased from unauthorized suppliers.