



Zebronics Terms and Conditions for Laptop Service and Support

By accessing, browsing/purchasing, or using this website , you accept and agree to be bound by these Terms & Conditions of Use and other general terms and conditions of the company as listed on the website and any additional terms and conditions which may be added from time to time, made available through this website (collectively, the “Terms & Conditions”). The customer is advised to clearly read the below said terms and conditions.

Note: Use of the word “You” and / or “Customer” denotes the customer, and the use of “We” and / or “Us”/ “It” denotes Zebronics India Private Limited / its service arm, “Zeb Care”, and the use of “product” denotes laptop in the following paragraphs.

Reference links:

- i. <https://zebronics.com/pages/terms-and-conditions>
- ii. <https://zebronics.com/pages/warranty-policy>
- iii. <https://support.zebronics.com/login>
- iv. <https://zebronics.com/pages/privacy-policy>
- v. <https://zebronics.com/pages/service-centres>

1. Provision of Service and Support

The term warranty is applicable if product is under warranty period. Zebronics will provide service and support as follows:

1.1 On – Call Advisory / Support

Zebronics shall offer the Customer, on-call Support/ Advisory available at 044 - 4000 0004/ 9363453681 which is the primary step to resolve any issues faced by the customer, for the duration, and at the hours that it decides, to diagnose and address such issues/ technical errors.

1.2 Service Support

In case of any issues in the product, which cannot be resolved by the On-Call advisory or support, the customer has to visit the nearest service centre or the products can be sent by the customer through a reputed courier* to Zebronics Service centre, to resolve the issue. Zebronics conforms to use reasonable efforts during the Standard Service Hours to make any corrections, repairs, or adjustments to the Products or replace any parts of the Products that may need to be replaced in order to return the Products to their proper operating condition after receiving notice from the Customer that the Products have any issues and in the event that the fault cannot be resolved using Zebronics On call advisory/support. At Zebronics' sole discretion, it shall determine the scope and method of such remedial support.

Zebronics' "Standard Service Hours" means the hours between 10.00 a.m. to 6.00 p.m. each day excluding Sundays and public holidays.

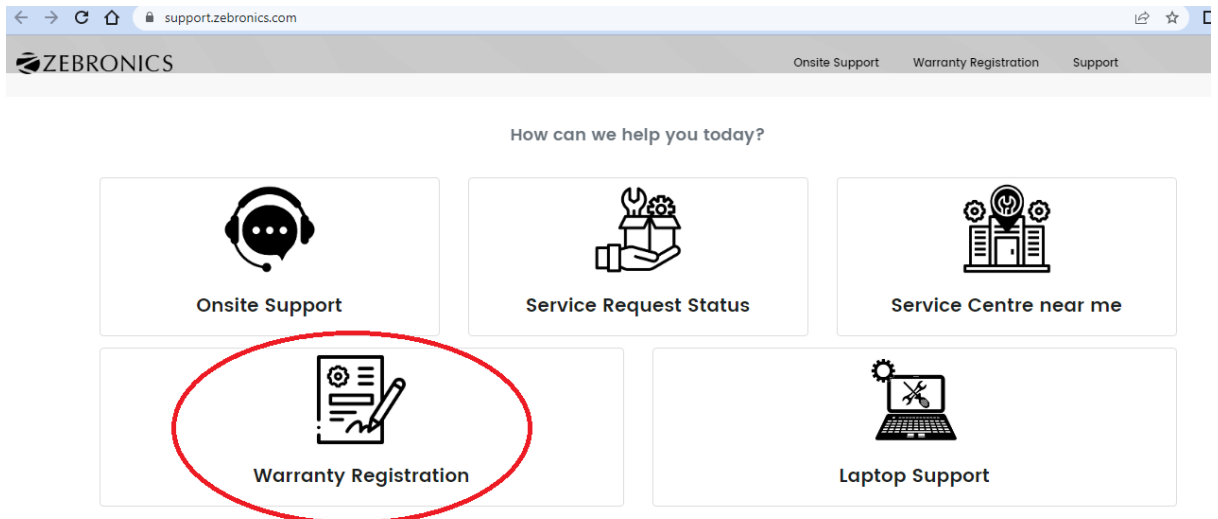
"Service Offering (s)" refers to the various service options Zebronics provides for its products or any component of them, for differing lengths of time, as detailed in Zebronics' standard warranty policy, such as the customer's invoice and/or the service description.

2. Warranty Registration

The warranty term for the laptop is one year from the date of purchase.

It is mandatory to register your laptop from the link mentioned below within 15 days from the date of purchase to avail the warranty services.

Registration link - <https://support.zebronics.com/> and click on warranty registration.



3. Service & Support Exemptions / Exclusions from Warranty Service

3.1 The service for the products shall be null and void or at the sole discretion of the company, in cases of:

- (a) Failure or fluctuation of electric power, short circuit or air conditioning, humidity control or other environmental conditions; or
- (b) an Accident, transportation, neglect, misuse, abuse or default of or by the Customer or agents or any third party, including but not limited to broken or cracked plastics; or
- (c) Any fault in any products or components which are not supplied by Zebronics, whether or not:
 - (i) They form part of a Customer's configuration of the Products; or
 - (ii) They comprise the Customer's configuration and the Products form an integral part of them; or
- (d) Any fault in attachments or associated products or components (whether or not supplied by Zebronics) which do not form part of the Products covered under these terms and/or under the relevant Service Offering; or
- (e) Any fault in the Products caused by the failure of any products or components not supplied by Zebronics; or

(f) Act of God, lightning, fire, flood, war, act of violence or any similar occurrence; or

(g) Any attempt to modify, repair, or support the Products by anyone other than Zebronic personnel, a person authorised by Zebronic (by telephone or otherwise), or an authorised Zebronic subcontractor.

(h) Support of non-Zebronic branded products (even though they may have been supplied by Zebronic and form part of the Product) or products that are not standard Zebronic assemblies or configurations. The customer agrees that in the case that a product is covered by a relevant manufacturer's warranty, the customer will use that warranty to support that product and will not turn to Zebronic for such support;

(i) The correction or avoidance of software defects or errors or the loading or re-loading of a Customer's application software or the Customer's data or any re-configuration of the Products beyond loading the operating system software (ie basic install of the OS and Drivers using the factory supplied CDs) as carried out before shipment;

(j) Electrical or other environmental work external to the Products; and

(k) The support of any attachments or associated products which do not form part of the Products.

(l) The customer forgets or refuses to provide the security clearance/password/questions without which the laptop cannot be operated.

(m) Zebronic have reasons to believe that the product brought for service by the customer is a product acquired by unlawful means such as theft etc. or if the product is used for any illegal or unlawful purposes.

3.2 For the purposes of this Agreement, the collection of Products by Zebronic, its authorized carrier, and/or its authorized subcontractor must not be interpreted as invalidating the aforementioned exclusions or as an indication that Zebronic accepts the validity of any customer's claim.

3.3 Apart from the warranties explicitly provided in this Terms and conditions, Zebronic renounces all other warranties, whether they are express or implied. These additional warranties include, but are not limited to, implied warranties of merchantability or fitness for a specific purpose. Any implied warranties

that may be legally enforced are restricted to the duration of this limited warranty.

3.4 Zebronics shall provide any necessary repairs for any existing issue or in any system component covered by this Agreement. Preventive maintenance is not covered. Repairs required due to software issues or as a result of alterations, adjustments, or repairs made by parties other than Zebronics are not included.

3.5 Zebronics disclaims liability for any issues that result from failure to utilize the product in accordance with the directions in the user manual or guide.

3.6 Only when the original purchase invoice and the warranty sticker are presented together for service will the warranty be considered valid and the Service shall take place. If the aforementioned documents are absent, if the information they contain is insufficient, or if the Warranty Sticker is found to have been tampered with or if any remarking such as date of sale, etc. is found on the product, etc, Zebronics India Pvt Ltd retains the right to decline warranty service. If the type or serial number of the product has been changed, removed, or damaged, the warranty will be null and void.

3.7 The Warranty expires/ceases when the customer resell/transfer of ownership of the Zebronics product after use.

3.8 Warranty ceases, if the product is not placed in proper environmental conditions or at a place that is not recommended for operation or not maintained in good condition.

3.9 Use of any such accessory, attachment, component or additional equipment which is not recommended and authorized by ZEBRONICS will not be covered under the warranty service.

3.10 Zebronics will be responsible for reloading support of Operating System for Laptops supplied with factory preloaded OS. However Zebronics will not be responsible for software patches and updates.

4. Repair & Replacement

4.1 Zebronics reserves the right, in accordance with its standard policy, which may be amended and updated from time to time on the website, to replace the whole of the Products or any part or parts thereof that may be found to be defective or in need of investigation.

4.2 Zebronics is under no obligation to use products or components thereof that are exactly identical to the defective products in order to carry out the replacement. Zebronics reserves the right to provide used or refurbished parts or products that are functionally and visually comparable to new, unless local laws require otherwise. Zebronics may make sure that any products or components used as replacements have essentially the same fittings and at least a specification that is equivalent to the defective products or components. Zebronics retains the right to supply products or components made by whomsoever it deems appropriate at any given time.

4.3 The products or parts supplied to replace the Products shall become the property of the owner of the Products. The Products or any part or parts thereof removed shall become the property of Zebronics.

4.4 The warranty period for a spare part used to repair products ("Replacement Part") is 30 days starting from the time it is installed in the product or the remainder of the warranty term for the product, whichever is longer. For the avoidance of confusion, after a product is repaired or replaced, the warranty period is not extended. If the replaced part is not returned to Zebronics within ten days of the date the replacement part was given to the customer, the customer will pay Zebronics for the replacement part. The Zeb care team will inform the customer of the cost of the replaced part following further analysis and based on the Standard warranty policy.

4.5 For your reference:

1. Dead On Arrival (DOA) -The duration of DOA is 7 days from the date of product purchase.
2. Under Warranty (UW) -The duration between DOA and out of warranty is known as under warranty duration.
3. Out Of Warranty (OOW)-When the duration of warranty expires, user can rectify the defect of product under charges in this duration.

The duration of DOA (Dead on Arrival) is 7 days from the date of product purchase. The duration between DOA and out of warranty (OOW) is known as under warranty duration. Returning a product to the Zebronics Service Centre during the warranty period does not guarantee a free repair. Zebronics retains the right to review the validity of your warranty and your request for warranty service after receiving your product. Your request will be deemed out of warranty ("OOW") once the Warranty Term has expired. If your service request is OOW, you will be charged based on, which you may choose to accept or reject. If you approve the repair, we will issue you an invoice. You must pay the

invoice immediately after the service, if not Zebronics reserves the right to retain such products, until the payment is made.

4.6 After your product has been repaired, or if you do not agree to the repair offer, Zebronics will return your product via courier or hand delivery or customer pick up. If you do not pick up your product, or if delivery is not possible at the address provided by you, Zebronics will send you a notice at the address you provided when requesting the service. If you still failed to pick up the Product within a period of 15 days from sending the notice, Zebronics reserves the right to claim damages from you, including the cost of storage; to dispose the product in accordance with the applicable laws and regulations; and any statutory right of lien for unpaid charges.

4.7 The provisions of this Terms and Conditions shall apply to all replacements of any part or parts of the Products by Zebronics.

5. Customer Obligations and Due Diligence:

5.1 The Customer shall:-

5.1.1 Facilities

(a) Provide Zebronics complete, secure, and immediate access to the Products so that Zebronics can fulfil its duties.

5.1.2 Standard of care

(a) Ensure that the appropriate environmental conditions—particularly those (if any) outlined in the relevant Product user manuals—are upheld for the Products. In addition, the customer is responsible for keeping the place of storage of the Products, the cables and fittings that connect them, as well as the Products' electricity supply, in good working order.

(b) Not alter the Products in any way without first receiving approval from Zebronics, with the exception of discrete additions that are typically accepted as compatible with the Products.

(c) Ensure that the Products are used correctly and in line with the User Manuals of the Products.

(d) Ensure that the external surfaces of the Products are, as necessary, kept

clean and in good condition. Also perform any occasional minor repairs that Zebronics (or the applicable Product user manual) may advise.

- (e) Other than as stated above and unless operated pursuant to:
 - (i) Zebronics Agreement or in compliance with a Service Offering that provides otherwise; or
 - (ii) In accordance with instructions from Zebronics On call advisory / Support, refrain from attempting to adjust, repair, support, or maintain the Products and do not request, authorize, or permit anyone else to do so other than Zebronics.

(f) Use only those accessories, attachments, components, or additional parts that Zebronics suggests using with the products, as suggested in the product user manuals, or are regularly and properly used with the products.

(g) Do not use any accessories, attachments, components, additional equipment, or products in conjunction with the Products that have not been supplied by Zebronics or approved for use in the manner suggested, or that have not been explicitly stated as compatible by the relevant Product user manuals.

5.1.3 Notification and Information

(a) Promptly notify Zebronics if the Products need service or are not operating correctly.

(b) Make available to Zebronics, free of charge, such information as may be necessary to enable Zebronics properly to conduct telephone diagnosis as part of the Zebronics Telephone Support service, and in addition, such programs, operating manuals and information to enable Zebronics properly to perform its obligations under this Agreement and Customer shall provide all necessary assistance either in person or by phone, as the case may be, in the diagnosis of any malfunction of the Products.

5.2 The Customer must grant the service technician full access to the system (at no cost to Zebronics). If this requirement is lacking, Zebronics is not obligated to provide service.

5.3 To receive service and support, the Customer is responsible for complying with the following:

(a) Prepare for the Call - The Customer can help the service engineer serve better if the Customer has the following information and materials ready when the call is made regarding the repairmen of the product: the Customer System's Invoice and serial numbers; service tag number; model number; the current version of the operating system being used; and the brand names and models of any peripheral devices being used.

(b) Describe the issue in detail to the service engineer. The Customer must explain the issue they are having with the Product. Inform the service engineer of the error message, when it occurs, what was being done when the said error occurred, and any steps already taken to resolve the issue.

(c) Help the service engineer out. Pay close attention to what the service engineer is saying and follow as they say.

(d) The service engineer will advise the customer on the best course of action to follow if they are unable to remedy the issue over the on call advisory/support.

Zebronics shall not be obligated to provide the customer service and support until they have followed the aforementioned procedures.

6. Limitation of Liability

6.1 Zebronics guarantees that the services will be delivered in a competent and professional manner. Except as expressly stated in the preceding sentence, Zebronics makes no express or implied warranties with regard to the services, including without limitation any warranty relating to third-party products, any warranty with regard to the functionality of any hardware or software used in Product or its services, any express or implied warranties concerning the results that are to be obtained from the services, or any results of any recommendation Zebronics may make, including without limitation any implied warranties concerning the performance, merchantability, suitability, non-infringement or fitness for a particular purpose of any of the deliverables or of any Product that may result from the implementation of any recommendation Zebronics may provide. Nothing in these terms, any other written documents, or any oral interaction with the customer has the power to alter the terms and conditions of this paragraph hereafter.

6.2 Zebronics shall not be responsible for any loss or damage suffered by the customer or any third party (including, without limitation, any loss of use of

the products or loss of or spoiling of any of the customer's programs or data) resulting from any lines down or fault in the products, unless such lines down or fault is brought on by the negligence or willful misconduct of Zebronics, its employees, agents, or subcontractors, or to the extent that such loss or damage is caused by any negligent delay by Zebronics in providing the particular Services purchased by the Customer and then only to the extent not excluded by this Agreement.

6.3 In the event that the Customer, its agents, or subcontractors are found to have been negligent, willful, or in breach of their contractual obligations arising out of this Agreement, the Customer shall indemnify Zebronics and keep Zebronics fully and effectively indemnified against any loss, damage, or injury to any property or injury to, or death of, any persons caused thereby.

6.4 Zebronics' total liability to the Customer under these terms and conditions for each event or series of related events is limited to the amount that the Customer has paid for the relevant services (which gives rise to the claim) or the value of the product that the Customer has purchased as shown on the Invoice in such cases where the product is covered under warranty, excluding any claims whatsoever in nature.

6.5 These Terms and Conditions do not include any service response times that Zebronics may have provided in the Service Offerings; these are merely estimates. Zebronics will make reasonable attempts to adhere to the given response times, but Zebronics is not liable for any direct or indirect loss or damage resulting from such failure, regardless of the circumstances.

6.6 Regardless of anything else contained herein, Zebronics shall not be liable to the Customer for any indirect or consequential loss, including loss of business, profits, or contracts, regardless of whether it results from negligence, breach of contract, or in any way related to the use or performance of the product, or any software provided by Zebronics along with the product, even if Zebronics has previously forewarned of the possibility of such damages.

6.7 In order to access certain Services, Zebronics may need to use hardware or software that was not manufactured by Zebronics. If Zebronics or anyone else fixes the hardware or software without the manufacturer's permission or that of an authorized agent, several manufacturers' warranties might be nullified. Zebronics disclaims any liability for any warranties provided by third parties or for any impact that using its services may have on those warranties.

6.8 Zebronics disclaims any liability for any loss or damage to data or for any loss of use of laptop systems. In accordance with best computing practices and in any instance before requesting Services from Zebronics, Customers are required to maintain full secure copies of any Products comprising Software as well as of the Customer's programs, databases, and computer records. The Customer acknowledges that following the provision of any such Services, they are in charge of reloading their own application software. Data backups on the system must be done by the customer.

6.9 Zebronics disclaims any liability for any loss or damage sustained while delivering products. The customer acknowledges that all delivery, courier, and other charges must be borne by the customer when shipping a product to or from a service center, and Zebronics disclaims all liability for any losses or damages sustained while the product is in transit.

7. Waiver

Except from what is expressly stated herein, neither party's forbearance, delay, or indulgence in enforcing the terms of this Agreement shall prejudice or restrict that party's rights, nor shall any waiver of its rights operate as a waiver of any subsequent breach. No right, power, or remedy granted to or reserved for either party herein is exclusive of any other right, power, or remedy available to that party, and each such right, power, or remedy shall be cumulative .

8. Subcontracting

The Services under this Agreement may be subcontracted by Zebronics to any of its authorized service providers.

9. Severance

The validity of the remaining provisions in question as well as the other provisions of this Agreement will not be affected if any provision of this Agreement (including terms in a relevant Service Offering) is found to be void, illegal, invalid, or unenforceable in whole or in part by any competent authority.

10. Indemnification

The customer undertakes to indemnify Zebronics, our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service

providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of any of the terms and conditions or the documents they incorporate by reference, or by violation of any law.

11. Governing Law

The laws of India shall govern these Terms & Conditions and any other agreements by which we provide you Services and will be honored in its interpretation. The place of jurisdiction shall be exclusively in Chennai.

12. Termination and Cancellation

Unless and until terminated by either you or us, these terms and conditions are in force. These Terms & Conditions may be terminated by the Customer at any time by notifying us that they no longer wish to utilize our Services or by discontinuing their use of our website. We may also terminate this agreement at any time without notice, and you will still be liable for all amounts due up until and including the date of termination. Additionally, we may do so by denying you access to our Services (or any portion thereof), if in our sole judgment the customer failed to comply with any term or provision of these Terms & Conditions or we suspect that you have failed to do so.

13. Notification

The customer must provide the most recent, frequently used, and authentic email address and contact details. Zebrionics disclaims all liability if we are unable to contact you at the email or other contact information you provide. Without a doubt, the emails that were sent to you and the notifications on the website are valid notifications.