



## General Warranty Terms



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### Kitchen Furniture Fittings (KFF)

Somany Home Innovation Limited (SHIL) authorizes Functional & Surface Warranty to the original purchaser of FGV products in India as per the below mentioned details.

Product Category	Product Name	Cycle Tested	Functional Warranty	Surface Warranty
Hinge	MS Slide On Hinge	50,000	10 Years	12 Months
	Integrated Soft Close Hinge	80,000	20 Years	12 Months
Telescopic Drawer Channels	Comfy Normal Zinc Telescopic Channel	50,000	10 Years	36 Months
	Comfy Normal Black Telescopic Channel	50,000	10 Years	120 Months
	Comfy Silent Zinc Telescopic Channel	50,000	10 Years	36 Months
Under Mounting Concealer Drawer Channel	Excel Plug-In Single Extension Standard Spring Drawer Channel	60,000	10 Years	12 Months
	Excel Plug-In Single Extension Slow Motion Drawer Channel	60,000	10 Years	12 Months
	Excel Easy-Fix Single Extension Standard Spring Drawer Channel	60,000	10 Years	12 Months
	Excel Easy-Fix Single Extension Slow Motion Drawer Channel	60,000	10 Years	12 Months
	Excel Easy-Fix Single Extension One Touch Drawer Channel	60,000	10 Years	12 Months
	Excel Easy-Fix Full Extension Slow Motion Drawer Channel	80,000	20 Years	12 Months
	Excel Easy-Fix Full Extension One Touch Drawer Channel	80,000	20 Years	12 Months
Drawer System	Ten Drawer System	1,20,000	20 Years	60 Months
Wire Drawer	Wire Drawer System		10 Years	120 Months

Warranty is applicable from the date of purchase mentioned on the Invoice provided by SHIL or its Authorised Channel Partner. The customer should retain the SHIL's Authorized Dealer's Invoice. Rusting is not covered under normal terms of warranty.

Below is the definition of the terms:

**A. Functional Warranty:** SHIL guarantee functionality and durability of the product and that they are free of material and production faults, provided they were installed, used and maintained according to the General Warranty Terms provided in the next page of this document.

**B. Surface Warranty:** SHIL guarantees finish, texture and shade of the product and that it will sustain specific environment and external condition which customer needs to inquire before purchasing the product. The application of the product should abide by the General Warranty Terms provided in the next page of this document.

**Always refer SHIL's latest Warranty Terms before buying the product.**



## Terms and Conditions of Warranty

### A. General Warranty Terms

**Somany Home Innovation Limited (SHIL)** offers product wise functional & surface warranty on FGV products in India as per the details given in attached Annexure from the date of purchase mentioned on Invoice issued by SHIL or its authorised Distributor/Dealer for the given products.

The warranty period starts on the date of the invoice and ends as per product wise terms mentioned in attached Annexure, and covers material, design and manufacturing fault/defects only. The warranty lapses immediately when modifications are introduced, repairs done or disruptions resolved without prior express permission from SHIL.

1. The warranty on FGV products is not covered if installation of products is not done as per the FGV standards/specification mentioned in Product Catalogue.
2. Warranty is effective for products purchased on Invoice from SHIL or its authorized distributor/dealer operational in India only. Warranty claims must in any event be filed / claimed within the applicable Warranty period only by the purchaser.
3. Purchaser shall only engage with SHIL's distributor/dealer or its Toll Free Service Centre to avail warranty related services.
4. The purchaser is required to present original proof of purchase document when replacement is required.
5. The warranty is limited only to the manufacturing defects in the Product.
6. The warranty is confined only to the first purchase of the appliance and is non-transferable.
7. In case of repairs or replacements the product and/or the replaced product will be warranted only for the remaining of the original warranty period.
8. **The warranty would not be applicable under the following conditions:**
  - a. Abuse /Misuse /Mishandling /Gross-Negligence /Improper installation /Improper application /Improper repair / Tampering and are not handled according to the maintenance instructions (if any) provided by SHIL.
  - b. Defects caused by modification of the product or removal/alteration of parts and components and an incorrect combination with other installed products.
  - c. Defects caused by chemical reaction, excessive heat, excessive dust, corrosive surroundings, exposure or entry or seepage of paints /liquids /oils /corrosives /vapours /abrasive compounds /contamination /coastal air /salt spray.
  - d. Normal wear and tear.
  - e. Breakage of plastic/rubber parts in any products.
  - f. Damage or shortcoming due to accidents /fire/robbery/natural calamities or unusual external factors such as a lightning strike or misuse, incorrect use or abnormal use.
  - g. Product is not being purchased from SHIL's genuine or recommended Dealer/Distributor.
  - h. Failure to follow instructions of use.
  - i. Installation with unapproved accessories or sub-standard parts & related paraphernalia.
  - j. Personal injury, property damage, consequential financial loss from product failure
  - k. Damage due to long lasting damp/humid environmental conditions/ climate conditions or situations that can reasonably be expected to cause more than the usual level of wear.
  - l. The Product is physically damaged by purchaser or its end-user.

- m. If the product is used by a commercial establishment or by an individual for commercial purpose.
  - n. Are not exposed to mechanical & physical loads that cannot be considered as intended for that product.
  - o. Deviations of the product compared with illustrations and information provided in our catalogue or other marketing documentation.
9. This warranty for replacement of defective products is allowed when the defects are approved by SHIL's authorised Technician. The warranty does not cover any direct/indirect loss and damage caused by the product.
10. SHIL reserves the right to impose additional charges or may refuse to attend any product installed at locations which are inaccessible and / or hazardous to its service agents.
11. Decisions by SHIL on all questions pertaining to complaints as results of defects, either workmanship or material shall be conclusive.
12. Authorized person, agents, dealers, distributor of SHIL shall not change, modify or extend the terms of these warranties in any manner and warranty remain fixed as provided originally.
13. In case of Non-observance of clause 8 above , SHIL reserves the right to reject the warranty claim.
14. SHIL reserves the right to modify the design of the products without prior notice in pursuance of its policy of continuous technical improvement, for updates on products purchaser need to see the latest products at SHIL's website or visit authorised dealers of SHIL.
15. In case of repair or replacement of the product, the period of warranty would continue from the original date of purchase supported with original invoice copy.
16. All failed or defective parts, accessories or products replaced according to this warranty article shall be the property of SHIL.
17. SHIL reserves its rights to amend the above terms and conditions without notice.

#### **18. Procedure and evaluation**

- a) If the purchaser has received a product that demonstrates potential manufacturing, design or material faults, he must report this as completely as possible within 28 days after noticing it to SHIL. To be able to make a warranty claim, the purchaser must always report the number of the relevant invoice. The purchaser will receive a confirmatory email or telephone call with a number code, # followed by numbers. SHIL will process the report as quickly as possible.
- b) If the purchaser would like a replacement for products that have been reported to be defected, he/she can specify this directly on the report or order it through the normal order process. These products will always be charged to the purchaser. As soon as the reported products have been returned to SHIL, they will be credited after being checked, if they fall under the warranty.
- c) If one or more products need to be returned, the purchaser will receive a confirmation from SHIL with a reference number. Unless expressly agreed otherwise, the products should be returned within 4 weeks after receipt of the confirmation from SHIL. Products returned without a reference number will not be accepted.
- d) The purchaser is responsible for the return shipment and pays for it. The transport costs will not be reimbursed by SHIL.

- e) If there is any doubt about whether or not the problem with the defective products falls under the warranty, the burden of proof of the existence of manufacturing, design and material faults lies with the purchaser. The purchaser should submit the proof in writing to SHIL.
- f) SHIL is granted a reasonable period to examine the defective product for potential manufacturing and material faults.
- g) If SHIL considers an on-site examination necessary, the purchaser, installation technician, end user and others must grant free direct access and cooperation as needed. In case of doubt about the situation or the products, SHIL is entitled to invite representatives from other parties to inspect the product closely.
- h) SHIL retains the right to take the final decision of whether a warranty claim is justified.
- i) The replaced products become the property of SHIL.
- j) The warranty period will not be restarted when the warranty is fulfilled. Replacement products or parts are guaranteed until the end of the existing warranty period for the product or part that was replaced or in which it is installed.

## **19. Service**

- a) A product demonstrating manufacturing, design or material faults will be repaired or replaced within the warranty period by SHIL. If a repair is impossible, SHIL can replace it with an equivalent product in consultation with the purchaser.
- b) If SHIL decides on replacement, a new product may vary in dimensions, characteristics, colour or otherwise, compared with the original product, because that product is/may no longer be produced in that form or is no longer available.
- c) Labour costs do not fall under this warranty. All ancillary costs engendered by the repair of faults, and involved with replacing and repair are to be paid by the purchaser. They include in particular, but are not limited to, the cost of assembly and dismantling, transport or sending of the defective and the repaired and replacement product, sales & travel.

## **20. Limitation of Liability**

- a) SHIL makes no other express warranty either in writing or otherwise and expressly disclaims all warranties and conditions not stated in this General Warranty Terms and further to the extent allowed by the Indian laws, SHIL disclaims all implied warranties or conditions, including any implied warranties or conditions of merchantability, merchantable quality, and fitness for a particular purpose. SHIL does not warrant that the operation of the product(s) will be uninterrupted or error-free.
- b) SHIL's maximum liability under this limited warranty is limited to the price of the product(s) or the cost of repair or replacement charges, whichever is lower.
- c) **Except as indicated above, in no event will SHIL be liable for:**
  - i. Indirect damage/s caused due to improper functioning of the product, including but not limited to lost profits or savings, business interruption, loss of data, lost revenue, loss of use, or any other commercial or economic loss of any kind, or special, incidental, or consequential damages caused due to bought product.
  - ii. Incidental damages due to malfunction of the product such as loss of photography expense or loss of profit etc.
  - iii. Any claim made by a third party or made by purchaser on behalf of a third party.
  - iv. Any damage that occurs as a result of purchaser's failure to follow the directions in the User manual.
- d) This limitation of liability applies in all circumstances i.e. when damages are sought, a claim made under this limited warranty or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation of liability cannot be waived or modified by any person. This limitation of liability will be effective even if Purchaser has advised SHIL/its representative of the possibility of any such damages or even if such possibility was reasonably foreseeable.

21. Any provision in this General Warranty Terms which is wholly or partially void, voidable or otherwise inapplicable does not affect the application of the other provisions. For every void, voidable or otherwise inapplicable provision, a valid provision will be substituted that comes as close as possible to the inapplicable provision in spirit.

22. **Dispute resolution & Jurisdiction:** This General Warranty Terms shall be governed by India law. Disputes (if any) which cannot be resolved amicably shall be submitted exclusively to the Court of Gurgaon, Haryana only.