

## **Warranty and Refund Policy**

This Mecarnic Terms Warranty and Refund Policy (“this Policy”) is incorporated into and forms part of the Mecarnic Terms of Use. This Policy informs you of your rights and benefits in the event the Hardware (as defined in the Mecarnic Terms of Use) purchased by you is defective from the use of faulty parts or poor workmanship during its manufacture.

If You do not agree with the terms of this Policy You may not use our Services (as defined in the Mecarnic Terms of Use). Your use of our Services signifies your acceptance of Mecarnic Terms of Use and this Policy.

By “we”, “our” or “us”, we mean our company, Mecarnic Technologies Private Limited, and by “you” we refer to the users of our products, Hardware and Services.

### **I. Warranty**

1. Subject to the terms and conditions set out below, we agree to repair or replace the Hardware (as the case may be) which it supplied to you at its own cost, in circumstances where the Hardware does not perform in accordance with our specifications during the period of 1 (one) year from the date of purchase of the Hardware (“Warranty Period”).
2. All and every part of the Hardware are under the Mecarnic warranty coverage.

### **II. Warranty Terms**

1. The claim has to be made within the Warranty Period.
2. We reserve the right to use reconditioned parts with performance parameters equal to those of new parts in connection with any Services performed under our limited warranty.
3. Proof of purchase (invoice or paid Order confirmation) and device ID must be provided when requesting service under the Warranties.
4. In case of external damage at the time of delivery itself, we may request you for photographic evidence of the damage, in case of external damage. In the event you do not submit such photographic evidence, we reserve the right to refuse repair or replacement as contained herein.
5. The warranty is not transferable from one user/customer to another
6. Any repair or replacement not within our scope of coverage shall be subject to our rates of provision of such service.

### **III. Process Claim**

1. Contact us via email on support@mecarnic.com and report the issue at the earliest along with the proof of purchase and device ID.

2. Once the issue has been reported along with complete supporting documentation, the service team will issue a repair / replacement authorization. Such authorization shall be communicated to you via the email submitted by you at the time of purchase or registration as a member.
3. Upon receipt of the repair / replacement authorization, you will be required to ship the Hardware to the address as will provided by us in the email at the time. Kindly do not send it to on any other address as the package would not be acceptable then. You can use any reliable courier service of your choice. You will be responsible for the shipping / return charges incurred by you.
4. If upon, physical examination of the Hardware, the same is found to be defective, repair time of the product is maximum 30 (thirty) working days from the date of receipt of the Hardware. If the Hardware is not covered under warranty that is it falls under Section IV as mentioned below, you will be given the choice to repair the Hardware at your own cost or accept returnof the un-repaired Hardware.

#### **IV. Exclusions:**

1. This Warranty will not be applicable where the damage is caused by:
  - i) Defects caused by improper use, as determined by the Service Team.
  - ii) Defects due to causes beyond control like lighting, abnormal voltage, acts of god or while in transit to address or to the purchaser's residence.
  - iii) The Hardware is damaged due to external factors not associated with the Hardware itself, i.e.; OBD port in car damaged or poor GSM reception in the area.
  - iv) Use of parts not provided by us eg. Extender cables or Modification or alterations of any nature made in the Hardware
  - v) Externally damaged products, except where such damage has occurred at the time of delivery and photographic evidence as aforementioned has been submitted
  - vi) Wear and tear such as discolouration
  - vii) Use for applications other than intended on website / app
  - viii) Software bugs that are fixable with updates
  - ix) Consumables, for example battery.
2. This Warranty will also not be applicable if:
  - i) If the Hardware was purchased through unauthorized channels
  - ii) The error or defect is found to be related to the compatibility issues with phone or vehicle.
  - iii) Hardware was provided for testing / feedback

#### **V. Limitation of Warranty**

1. Apart from the warranty provided in Section I hereinabove, the Hardware and all our Services, including the site, content and any data or other information provided by the hardware, software or service, and all server and network components are provided on an “as is” and “as available” basis without any warranties of any kind, and we expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, non-infringement of third party intellectual property rights, quality, accuracy, timeliness, completeness, correctness or reliability.
2. Mecarnic makes no warranty that:
  - i) The Service or Hardware will meet your requirements.
  - ii) The Software and Hardware will be compatible with your mobile device or vehicle.
  - iii) The Service or Hardware will be uninterrupted, timely secure, virus-free or error-free.
  - iv) The results (such as vehicle error code analysis) that may be obtained from the use of the Service or Hardware will be accurate or reliable, or
  - v) The quality of any Services or Hardware purchased will meet your expectations.
3. No information, advice or Services obtained by you from us or through our Service shall create any warranty not expressly stated in this Policy and Mecarnic Terms of Use. In particular, although we endeavor to ensure successful detection of most crashes, not all crashes may be detected and we do not guarantee that the Service or Hardware will detect and/or report all vehicle crashes or that emergency assistance will be provided in the event of any crash. We are not liable for the actions or inactions of the user, or of any emergency responders or other service providers we may contact on your behalf, or for the Service’s inability to contact any emergency responder or other service provider in any particular situation. Further, the Service does not guarantee that use of the Hardware, Software or Services will result in any gas savings or efficiencies or that vehicle error detection will be accurate or error-free.
4. You are solely responsible for safe vehicle operation and proper vehicle maintenance and you should always obtain professional assistance from a vehicle specialist for diagnosis and repair of any errors or other problems with your vehicle. We make no warranty or guarantee that (i) your real-time vehicle locations will match actual vehicle locations, (ii) geofence alerts will be accurate or timely, and (iii) maintenance reminders will be accurate or error-free

## **VI. Returns and Refunds**

1. Hardware can be returned within 7 (Seven) days in un-opened condition for any reason. In such an event, shipping charges for such return shall be borne by you.

2. In case you wish to return the up-opened Hardware, please contact us via email on [support@mecarnic.com](mailto:support@mecarnic.com) and our Service Team will assist you with the address at which you will be required to self-ship the Hardware along with the instructions for such shipping.
3. Upon receipt of the Hardware, the Service Team will examine the package and if the same is found to be in un-opened condition refund will be processed soon thereafter. Refunds usually take 7-10 business days from the time the Service Team determines the package to be in unopened condition.
4. Refunds are made back to the same payment mode / account that was originally used to make the transaction and purchase.
5. You may enquire about the status of your refunds by contacting us via email on the aforementioned email id.

## **VII. Disputes**

1. Except to the extent that the applicable laws and regulations of your jurisdiction mandate otherwise this Policy shall be governed by the laws of India without regard to the principles of conflicts of law.
2. Except as otherwise elected by Mecarnic in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the Courts of New Delhi for the purpose of resolving any dispute relating to our Services.