

## TERMS AND CONDITIONS – FREE HOME SERVICE

These terms and conditions (“**Terms**”) are applicable only for demonstration and/or installation of water heaters (“**Products**”) (“**Free Home Service**”) of Bajaj Electricals Limited (“**Company**”) purchased through any authorised channels. By accessing this website/application (“**Platform**”) as owned by the Company, you agree to be bound by these Terms and consent that the Terms will be applicable on you in relation to the Free Home Service.

Any person who purchases a product of the Company, by paying the requisite amount will be considered a customer for the purposes of these Terms (“**Customer**”) to avail the Free Home Services related to the product.

Please note that the Free Home Service is only a one-time, non-chargeable complementary service and cannot be exchanged for cash or credit note.

### **TERMS AND CONDITIONS FOR FREE HOME SERVICE:**

1. The Company will provide such Free Home Services as is described in detail with each Product
2. The Free Home Services will include only standard installation/demonstration of the products that includes fixing of the Product for usage only. Anything other than the standard installation of the Products will be charged extra and separately and not be a part of these Terms.
3. For availing Free Home Service, the product must have valid serial number as affixed by the Company and be within warranty period as specified in the respective warranty cards provided with the products and the Customer shall make the valid invoice and warranty card available at the time of availing Free Home Service. Any product with missing, altered or modified serial number will not be eligible for Free Home Service. Further, in the event the Customer fails to display valid invoice and warranty card at the time of Free Home Service, Company reserves the right not to provide the Free Home Service,
4. The warranty period for Free Home Services commences from the date of purchase of the Product by the Customer whereas the warranty period for repair of the products will be as per the warranty period and terms and conditions specified in the respective warranty cards.
5. The Free Home Service is confined to the first purchaser of the product only and is not transferable and non-assignable. The Customer making a claim under warranty will have to demonstrate the date of purchase by producing original invoice/cash memo and Warranty Card duly filled up, stamped, containing the serial number or signed by the Company or its authorized dealer/distributor. In case, the purchase has been through online / e-commerce platform, then a copy of the order emailed to the customer and *bonafide* invoice shall be required.
6. The Warranty Card and/or invoice/cash memo, which is not complete, stamped, serially numbered or signed will be treated as invalid and the Company will not entertain any complaint with incomplete warranty details. The decision of the Company or the Company’s deputed personnel in this regard shall be final and binding on the Customers.
7. The Customer agrees that if any attempt is made by the Customer to install or work the product before availing the Free Home Service immediately after purchase of the product, and which leads to damage, loss or destruction of the product, then the Company shall not be held liable for such losses incurred by the customer and in no event shall the Company reimburse cost of the product or replace the damaged part or the product at large.
8. The Customer should ensure that the technician who comes for the installation/demonstration/repair of the Products duly displays his ID card to the Customer. In case of absence of the same, the customer shall not allow the technician to enter their premises.
9. The Customer would need to ensure complete readiness of the installation site. Also, he/she would need to inform the visiting technician of any specific information/weakness regarding the location wherein the

products will be installed. Further, the visiting technician can refuse to install the products where he/she feels the installation may lead to damage to the Customer's property or that the installation site is not appropriate for the fitting. The decision of the technician shall be final in this regard and the Company shall not be liable for any costs incurred by the Customer in such an event.

10. Any services provided post the warranty period related to installation, demonstration or repair of Products may be chargeable at such rates as may be intimated by the Company's consumer cell, upon raising of an inquiry by the Customer. Any change in these Terms or list of Products will be as per the sole discretion of the Company. The Customer must keep themselves updated about any change by visiting the Company's website or inquiring at the consumer care cell.
11. Repair or replacement of spares/products shall be carried out through the Company's authorized service centers / deputed personnel as per the terms and conditions of warranty cards of each product.
12. For installation of any product installed in any area where any additional requirements are required by the technician, the Customer needs to arrange their own resources at their own costs to enable installation of the product by visiting technician of the Company as a part of Free Home Service.
13. The Customers acknowledge and agree that any and all cost related to de-installation of old products, any plumbing cost, etc shall be borne by the Customer and is not part of the Free Home Service.
14. The Customers acknowledge and agree that the Company shall not be responsible for redecorating or repairing any minor damages related to any décor, plaster, tiling, civil structures, etc. which may occur during Free Home services.
15. The Company reserves right to amend the Terms and/or extend the validity period and/or cancel/ discontinue the Free Home Service or any part thereof without giving any reasons or a prior notice.
16. The benefits under these Terms cannot be availed along/clubbed with any other offer/ scheme by the Company in respect of the products.
17. By accepting these Terms, the Customer grant the Company and its affiliates, agents/ representatives the right to use their names, address, feedback, photographs, statements and/or likeness in any and all media without remuneration throughout the world in perpetuity for the purpose of feedback and for publicity and/or advertising of the Company and its products/services.
18. The Customer hereby confirms that they have understood these Terms and hereby grants their consent for the same to applicable.
19. In the event any terms and conditions are provided along with the product description, then the specific terms shall override the general terms provided herein. In the event of any conflict, the Customer may contact the consumer care cell/Customer Toll Free no. and the decision of the company shall be final and binding.
20. It is clarified that the Product demonstration will be for explanation of features and not preparation of food/recipe contents or any other purpose whatsoever.
21. In the event of any doubt regarding any condition mentioned in these Terms, including but not limited to authenticity of products, cash memo, invoice, warranty card, parts of the product etc, the decision of the Company shall be final and binding on the Customer.
22. The Company shall not be held liable for any indirect, special, incidental, punitive, exemplary, consequential or economic damage or loss (including but not limited to loss of profits, data, anticipated savings, personal injury and goodwill or business opportunities arising from or related to the Terms). The Company's liability

under or in relation to these Terms shall be limited to the purchase price of the product or the Maximum Retail Price thereof, as stated on the packaging of the product, whichever is lower.

23. Any and all personal information collected by access of the Platforms shall be governed by the Company's privacy policy. The privacy policy can be accessed through the Company platform or can be sought at the consumer care cell.
24. You hereby agree to indemnify and keep the Company harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by the Company as a consequence of (i) violation of terms of these Terms by the Customer; (ii) violation of applicable laws; (iii) any action or inaction resulting in wilful misconduct or negligence on the Customer's part.
25. This document is an electronic record in terms of Information Technology Act, 2000, and the Rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
26. For any query or complaint about the product or any clarification, the Customer needs to register a complaint to the Company's centralized call centre number 022-4128 0000. Alternatively, Customer may visit the Company's website <https://www.bajaelectricals.com/> or [www.morphyrichardsindia.com](http://www.morphyrichardsindia.com) (as may be applicable) and register complaint by visiting consumer care section. For all calls made to the call centre, these Terms shall be applicable on the Customers as may be stated by the authorized personnel during the call.
27. The complaint can be registered on any day between 9:00 am to 6:00 pm except on public holidays. All complaints will be given a complaint number and shall be responded within 48 hours. In case of any delay in resolving the complaints, an intimation of the same will be provided to the Customer within 48 hours of lodging the complaint.
28. This offer is valid for residents in India.
29. These Terms shall be governed by the laws of Republic of India and the courts at Mumbai shall have exclusive jurisdiction.

\*\*\*\*\*