

# TERMS AND CONDITIONS

## REFURBISHED

### Limited Warranty Conditions

#### Terms and Conditions for Refurbished Products Offer

- For the purposes of the Terms and Conditions for Refurbished Products ("Terms and Conditions") "we" or "us" or "Samsung" means Samsung India Electronics Private Limited, and "you" means you, the purchaser. These Terms and Conditions shall constitute the Contract between you and us for the supply of genuine Samsung Refurbished Mobiles ("Refurbished Product(s)"). No other terms and conditions including any standard terms of business that you may have shall apply. The Contract cannot be varied unless we agree to vary it in writing or by email.
- This Offer is valid only on July 16, 2020 till stock lasts, on purchase of genuine Samsung Refurbished mobile phones during Galaxy hours through Samsung Shop.

### Limited Warranty Conditions

- The Products under this Offer shall carry a limited "6 months" (six months) warranty from the purchase invoice date ("Warranty").
- Refurbished Product purchased is only eligible for repair Warranty in order to restore it to proper working condition. No claims shall be accepted for replacement or refund under or out of Warranty condition in any circumstances.
- This Warranty does not apply to minor cosmetic imperfection of the Refurbished Product such as scratches, marks, discoloration, etc., and no support is granted with regard to such cosmetic imperfection.
- Samsung's obligation under this Warranty for Refurbished Product is only limited to the handset device. Accessories will not be eligible for any repair or replacement warranty (except battery, which shall have a warranty for "6 months" (six months) from the purchase invoice date)
- For repair, it is the responsibility of the purchaser to contact the nearest authorized service centre and bring the Refurbished Product to the authorized service centre at purchaser's cost and risk.
- In the event of repairs of the part/s of the Refurbished Product, this Warranty will thereafter continue and remain in force only for unexpired period of the Warranty.
- In case of any damage to the Refurbished Product caused by accident, tampering, misuse or neglect of the purchaser, this Warranty conditions shall not applicable and repairs will be done subject to availability of parts and on a chargeable basis only.
- The packaging of the Refurbished Product clearly states that the Refurbished Product is a repaired product.

- In case of any manufacturing defects in the Refurbished Product, the purchasers are requested to contact the authorized Samsung service centre.
- The Warranty does not cover replacement for Dead on Arrival Products. Such Products will only be repaired by the Samsung service center and there will be no replacement or refund for the same.

### **Other Terms and Conditions**

- The Offer is valid on Samsung refurbished or repaired Smartphones and Tablets (hereinafter called as "Refurbished Products").
- The price for the Refurbished Products will be the price set out on the website provided that it has been confirmed in the Order Confirmation. GST is payable by you at the applicable rate as indicated on the website. Delivery costs, where applicable, are payable by you at the price set out on the web site, provided such costs have been confirmed by Samsung.
- The Offer is valid till stocks last.
- The Offer can be availed from Samsung Shop (i.e. Samsung e-store) only.
- No other Offer will be applicable along with this Offer.
- Order once placed cannot be changed or cancelled.
- Order once placed cannot be modified or cancelled.
- Delivery of the Product may take at least 10-15 working days depending upon the geographical and lockdown lifting conditions in your region(s).
- Samsung shall not be liable for any technical, physical delay in transmission or submission of the entries by the customer or any disruptions, losses, damages, computer related malfunctions/ failures which affect the participation of the customer or any force majeure conditions or damages caused by Act of God, Governmental actions.
- Our maximum aggregate liability under the Offer whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the Refurbished Product(s).
- Samsung reserves the right to change/alter/modify the terms and conditions of the Offer or withdraw/extend/annul the Offer at any time at its sole discretion and without any prior intimation.
- In no event shall Samsung be liable for losses or any incidental or consequential damages arising out of or in connection with the Offer, its services these Terms (however arising, including negligence). Samsung shall not be responsible for any product or service liability of any kind.
- In the event of any conflict or inconsistency regarding any instructions, rules and conditions on any advertising or promotional material relating to the Offer, these Terms shall prevail over all such other instructions, rules and conditions.
- Failure by Samsung to enforce any of its right at any stage does not constitute a waiver of those rights.