

DIGITEXMedical products (originally manufactured by OEM Suppliers locally & internationally) are warranted against defects arising from faulty design, workmanship and materials for a period of 12 months from the date of DIGITEXMedical invoicing subject to the following terms and conditions:

1. This warranty covers following DIGITEXMedical products from defects in material and workmanship from the date of invoice for the period specified below:

- **1 year warranty:** Manufacturer Warranty for Anesthesia, Obs-Gynae, Cardiology, OT Solutions, Radiology & Imaging, Respiration and Neurology Equipment.
- **6 Months warranty:** Manufacturer Warranty for all Supplies that includes Battery, Charger, Peripherals, Consumables, Disposables, Spare Parts & Accessories.
- **6 Months warranty:** DIGITEXMedical Warranty on Restored (Second Hand) equipment and modules.

2. Company will provide onsite/offsite warranty to hospitals and institutions in Delhi-NCR. For installations outside Delhi-NCR and sales to and by Channel Partners, company will provide warranty on return to bench basis. In such a scenario, all transport costs to and from DIGITEXMedical Service Center are to be paid by the customer. Any additional costs incurred in effecting delivery will be invoiced to the customer within warranty period.

3. The Customer (Doctor/Hospital In-charge) must inform Company or its authorized channel partner (agents) in writing promptly of any defects noticed and give the Company or its authorised agent/service franchisee adequate opportunity to inspect, test and remedy the product for which the Customer will deposit the goods if so required by the Company/Agent, with the Company's office/ service centre along with Warranty Card, and letter of complaint (customer letterhead) in the city where they are sold.

If the customer has already registered the purchase online, he need not submit a letter of complaint (customer letterhead) to the local agent or the company. He just have to share the product (Equipment) serial number in such a scenario with local agent or Company Customer Care.

4. Inspection and Test Report of the Company's service centre/agent will be final and binding under the Warranty for determining defects, repairs/ alterations required or carried out or certifying working of the products thereafter.

5. The Company or its authorised agent will be entitled to retain any defective part replaced under the Warranty and the defective part will not be returned to the Customer. However, the same could be shown to the customer on Service Managers consent.

6. Notwithstanding anything to the contrary contained in or implied by this Warranty:

a. The Company's liability under this Warranty shall be limited to the 'first sale' of the products by the Company to the Customer and will not apply or extend to any 'secondary sale' of products by the Customer.

b. The Company's liability under this Warranty shall be limited only to defects in the products which occur under the conditions of normal operation of the products and their proper and prescribed use. This Warranty does not cover or extend to defects which are determined by the Company or its authorized agents/service franchisee as occurring or resulting from or attributable to negligence, abuse, misuse, faulty care, operation or maintenance or repairs, alterations to the products or any part thereof by others of the use of the products on electrical supply for which they are not designed or damage caused by lightning or other electrical disturbances or interruptions.

c. The Customer will have no claim against the Company, its employees and its authorised agents or franchisees under or pursuant to this Warranty in respect of death or injury to the Customer or any other person or loss or damage to any property caused by or due to equipment failure, breakdown or accident, fire or operation or utilisation of the products otherwise than in accordance with User Guide (By OEM Supplier) or by or due to any other cause or circumstance beyond the control of the Company.

d. The Company's liability under this Warranty shall in no event and under no circumstances exceed the price paid by the Customer to the Company for the goods stated in the invoice.

e. The Company's liability under this warranty will be dissolved in the first year itself if the Customer (Primary & Secondary) tries to get the equipment repaired from an un-authorized service operator or third party at all times.

7. It is strongly recommended to Customers (Primary & Secondary) to 'Register Purchase' on Companies Official Website-[www.digitexmedical.com](http://www.digitexmedical.com).

8. The Customers can also fill up the 'Breakdown Form' for raising service ticket request online for added support.

9. For Customer Service enquiry or breakdown calls, customers can contact us on below details.

**Customer Care #: 1800 103 4237 (Toll Free-All India) | Email- [info@digitexmedical.com](mailto:info@digitexmedical.com) | Fill Breakdown Form on [www.digitexmedical.com](http://www.digitexmedical.com) and our Customer Care will call back.**

10. Company's liability under this warranty shall in no event and under no circumstances exceed the price paid by the Customer to the Company for the products stated in the invoice.

11. Disputes, if any, which may arise in regard to settlement of claim, shall be subjected to jurisdiction of court at New Delhi.

12. Please make sure you receive Comprehensive Warranty Policy along with this Warranty Card. The same can be viewed from DIGITEXMedical website- <http://www.digitexmedical.com/services/warranty> and downloaded from company website 'Download' section.

## General Terms

For the purpose of this Warranty, the following expressions shall have the following meanings respectively

1. 'The Products' shall mean the goods described in the Sales Order Form.
2. 'The Customer' shall mean the original purchaser of the Goods from the Company. 'Primary Customer' is the Doctor/Hospital In-charge. 'Secondary Customer' is the channel partner.
3. 'The Company' shall mean 'DIGITEX MEDICAL SYSTEMS (P) LIMITED'.
4. General Terms and Conditions shall mean the terms and conditions agreed upon by the Customer and the Company printed on the Sales Order Form.
5. 'Invoice' shall mean the Retail or Tax Invoice issued by the Company to the Customer describing the goods and indicating, inter alia, the total purchase price thereof and the name of the Customer.
6. 'User Guide' shall mean the instructions for installation, use and maintenance contained in the leaflet supplied by the Company on behalf of OEM.

### Post-Warranty

1. The Customer may be offered an Annual Maintenance Contract or Comprehensive Maintenance Contract on the prevailing Company rates and terms.
2. In case the Customer does not wish to enter the Service Contract, he has the option of calling our Service Centre and having his 'Purchase' serviced on an actual basis i.e by paying for Labour cost and Spares needed to attend to that Service / Complaint call at the prevailing Company rates. Such service will be rendered by the Company in towns / places where the Company has its Service Centres or Franchisees.
3. If during such servicing it is necessary for the Company to replace or repair defective components or parts, the Customer shall be required to pay for the same as per the Company's prevailing labour and part price-list.