



DIGILITE WARRANTY POLICY

“DIGILITE” is the motherboard brand of Smartlink Network Systems Limited. “DIGICARE” is the Service Division of the Company, providing PAN India warranty and post warranty service for DIGILITE products through its Digicare Service Centres or Digicare Collection Centers across India. Smartlink Network Systems Limited is hereinafter referred to as “the Company” or “Smartlink”.

Website of the Company: www.smartlink.co.in

Applicability

PRODUCT: All DIGILITE motherboards

DESCRIPTION: INTEL/ AMD/ NVIDIA/ VIA CHIPSETS

Warranty Terms

1. Warranty is issued subject to the terms and conditions set forth herein.
2. This is a Three year carry in Warranty and is applicable only to the Digilite product categories mentioned above, which are sold by the Company from 1st JUNE 2011 onwards.
3. This offer does not cover add on upgrades, modules and other accessories like cables, brackets, stands and free promotional items including software, if any.
4. The Company has all the rights to change the models covered under this warranty program. The Company shall announce new models to be covered under this warranty program as and when required.
5. *Procedure to Claim Warranty:*
 - i. Customer needs to call the Company's Smartlink Technical Assistance Centre ("STAC") on 18000-209-3444. Support team will assist the Customer in resolving any suspected defects in the product.
 - ii. If the product is considered defective, the Customer shall return the defective product to the nearest Digicare Service Centre or Digicare Collection Center.
 - iii. In case of Dead on Arrival (DOA), i.e product failing within 7 days of the date of invoice please refer the DOA policy on our website. In such a case, the customer is requested to contact Point of Purchase for box pack replacement.
 - iv. For Warranty repairs, Customer is requested to send the description note of the technical defect to allow the Company to confirm the defect.

Please refer our website for complete list of Service Centres/ Collection Centers.
6. Please refer website: <http://smartlink.co.in/digilite/> for a complete list of DigiliteTM model numbers and for the Company's Service Centre contact details.

This being a "carry-in" service, the customer is liable to make the product available for service/ repair at the nearest service center. Any and all costs relating to commuting, courier charges etc, to make the product available at the nearest Digicare center shall be borne by the customer.
7. *Hardware Warranty:*

The Company warrants that the hardware portion of the DIGILITE product described in this warranty ("Hardware") will be free from material defects in workmanship and materials under normal use during the Warranty period set forth below ("Warranty period"), except as otherwise stated herein. Hardware warranty period shall be limited to three years from date of Invoice, on purchase by the end user only. This warranty is only available to the person or entity that originally purchased the product from the Company's authorized reseller or distributor. The date of sale will be verified from the original bill/ proof of purchase. Intermediaries/ non-end users of the product will have no additional warranty claims; singular reference being the date of sale to the end user. The Company will take a final call on acceptance or rejection on warranty calls on any ambiguous claims. These will be reasonable, fair, final and binding on the customer. In case this original bill is not available, the Company's date of invoice shall be considered for this purpose. The Customer's sole and exclusive remedy and the entire liability of the Company and its suppliers under this Warranty will be, at the Company's option, to repair or replace the defective Hardware during the Warranty period at no cost to the original owner. Any repair or replacement will be rendered by the Company at its Service Centre. The replacement hardware need not be new or have an identical version, model or part. The Company may, at its option, replace the defective Hardware or any part thereof with any reconditioned product that the Company reasonably determines is substantially equivalent (or superior) in all material respects to the defective hardware. Repaired or replaced hardware will be warranted for the remainder of the original Warranty period.

Within the warranty period, if a material defect is incapable of correction, or if the Company determines that it is not practical to repair or replace the defective Hardware, the actual price paid by the customer as per the invoice, less prorata depreciation at the rate of 20% per annum will be refunded. All Hardware or parts thereof replaced by the Company, or the products for which the purchase price is refunded, shall become the property of the Company upon replacement or refund.

10. *Software Warranty:*

The Company issues this Limited Software Warranty that the software portion of the product ("Software") will substantially conform to the Company's then current functional specifications for the software, as set forth in the applicable documentation, from the date of original retail purchase of the Software for a period of one year ("Software Warranty period"), provided that the Software is properly installed on approved hardware and operated as contemplated in its documentation. The Company further warrants that, during the Software Warranty period, the Company disk on which the Company delivers the Software will be free of physical defects. The customer's sole and exclusive remedy and the entire liability of the Company and its suppliers under this Limited Software Warranty will be, at the Company's option, to replace the non-conforming Software (or defective media) with software that substantially conforms to the Company's functional specifications for the Software or to refund the portion of the actual purchase price paid that is attributable to the Software. Except as otherwise agreed by the Company in writing, the replacement Software is provided only to the original licensee, and is subject to the terms and conditions of the license granted by the Company for the Software. Replacement Software will be warranted for the remainder of the original Warranty period and is subject to the same limitations and exclusions. If a material non-conformance is incapable of correction, or if the Company determines in its sole discretion that it is not practical to replace the non-conforming Software, the price paid by the original licensee for the non-conforming Software will be refunded by the Company, provided that the non-conforming Software (and all copies thereof) is first returned to the Company. The license granted with regards to any Software for which a refund is given automatically terminates.

11. *Non applicability:*

The Warranty provided hereunder for Hardware and Software portions of DIGILITE's products will not be applied to, and does not cover any refurbished product and any product purchased through the inventory clearance or liquidation sale or second sale or other sales in which the Company, the sellers, or the liquidators who expressly disclaim their warranty obligation pertaining to the product and in that case, the product is being sold "As-Is" without any warranty whatsoever including, without limitation, the Warranty as described herein, notwithstanding anything stated herein to the contrary.

12. *Products not covered under Warranty:*

The Warranty provided herein by the Company does not cover those products that, in the Company's judgment, have been subjected to abuse, accident, alteration, modification, tampering, negligence, misuse, faulty installation, lack of reasonable care, corrosion on PCB due to moisture, salty environment or due to high humidity, repair or service in any way that is not contemplated in the documentation for the product, or if the model or serial number has been altered, tampered with, defaced or removed, damage that occurs in shipment, due to act of nature, PCB burnt case or failures due to power surge, lightening effect, any natural calamity and cosmetic damage, any hardware, software, firmware or other products or services provided by anyone other than the Company. For any necessary maintenance or repairs on your product, we recommend that you use only a Company authorized service center. Improper or incorrectly performed maintenance or repair voids this Warranty. Initial installation, installation and removal of the product for repair, and shipping costs, operational adjustments covered in the operating manual for the product and normal maintenance shall be borne by the Customer.

13. *Disclaimer of other Warranties:*

EXCEPT FOR THE WARRANTY SPECIFIED HEREIN, THE PRODUCT IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED IN ANY TERRITORY WHERE A PRODUCT IS SOLD, THE DURATION OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE FIRST SUCCESSFUL COMMISSIONING OF THE PRODUCT. EXCEPT AS EXPRESSLY COVERED UNDER THE WARRANTY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY, SELECTION AND PERFORMANCE OF THE PRODUCT IS WITH THE PURCHASER OF THE PRODUCT.

14. *Limitation of Liability:*

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR DAMAGES OF ANY CHARACTER, WHETHER DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF REVENUE OR PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF OTHER EQUIPMENT OR COMPUTER PROGRAMS TO WHICH THE COMPANY'S PRODUCT IS CONNECTED WITH, LOSS OF INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO THE COMPANY FOR WARRANTY SERVICE) RESULTING FROM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS WARRANTY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING WARRANTY IS REPAIR, REPLACEMENT OR REFUND OF THE DEFECTIVE OR NON-CONFORMING PRODUCT. THE MAXIMUM LIABILITY OF THE COMPANY UNDER THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT COVERED BY THE WARRANTY. THE FOREGOING EXPRESS WRITTEN WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY.

15. *Governing Law:* This Warranty shall be governed by Indian laws.

16. *Local Applicability:* Above warranty liability is applicable ONLY for DIGILITE products bought and used within India.