

HARMAN SMART SHIELD **(EXTENDED WARRANTY) POLICY, INDIA.**

Harman International India Private Limited (“Harman”) is introducing Harman Smart Shield (extended warranty) of up to 2 years on selected Harman Professional Audio Products (“Covered Products”) purchased from authorized distributor/dealers of Harman. Please visit <https://www.harman.com/India/contact-us> to know the list of Products covered under Harman Smart Shield. This extended warranty is applicable for Covered Products purchased on or after 1st January 2017.

Purchase of extended warranty constitutes acceptance of these terms and conditions by the Customer.

Harman Smart Shield

- The Customer can avail the extended warranty
 - For new products – at the time of purchasing or within 30 days after purchasing the Covered Products OR
 - For existing (old) products – Customer must contact Harman authorised service center or dealer. Any extension of warranty for existing products will be subject to inspection and approval of Harman.
- The Term of Harman Smart Shield will be as per the package chosen by the Customer. Once availed, the Customer cannot cancel or terminate the extended warranty before completion of the package term. Harman will not be liable to refund or compensate for any unexpired warranty period.
- The packages under Harman Smart Shield will be valid for one-time purchase only. Any extension will be accommodated at the sole discretion of Harman.

Registration

To register for Harman Smart Shield, Customer may directly submit a request through Harman web portal <https://www.harman.com/India/contact-us> OR by contacting Harman Toll Free helpline number 1-800-208-8880.

Harman Smart Shield – Warranty

Harman warrants that the Covered Product is free from manufacturing defects or defects in materials and workmanship. Subject to the terms and conditions of this warranty policy, Harman will, at its option, repair or replace (using new or refurbished replacement parts) any defective parts of a Covered Product free of charge and within a reasonable period of time.

Warranty Services

- To register a warranty claim: Customer may:
 - Walk-in to the nearest Harman authorised service center. The list of authorised Harman service center is available at <https://www.harman.com/India/india-service-center> OR
 - Contact Harman toll free number 1-800-208-8880 OR
 - E-mail to Harman India customer care at indiaprocare@harman.com OR

- Download and log-in to Harman Professional Solutions mobile app H-APPI and register a claim.
- Extended warranty under Harman Smart Shield will be provided either at Harman authorised service center or at Customer's location, at the option of Harman.
- To avail the extended warranty, Customer must submit valid extended warranty certificate to Harman authorised service center. The Extended Warranty is subject to verification of documents and/or information (including proof of purchase) provided by the customer and Harman reserves the right to seek such additional documents and/or information from the Customer as it may deem appropriate.
- Harman reserves the right to deny warranty service and cancel the extended warranty, without any refund whatsoever, if Customer fails to abide by the terms of this warranty policy.
- For Customers residing within 25kms radius of Harman authorised service center, Harman will provide free pick up and drop. For customers residing outside the 25kms radius, additional transportation charges will be applicable.
- Customer will be liable for any cost of dismantling, uninstalling or reinstalling (including cost of any calibration or setup) of the products.
- For any extended warranty claims involving a Covered Product model that has become obsolete, discontinued or otherwise unavailable, Harman reserves the right to replace that Covered Product with an equivalent product model with the same or greater retail price.
- Customer will be charged (including transportation charges) for any repair work performed on any claim not covered by this warranty policy.
- Any parts or products replaced by Harman shall automatically become Harman's property.
- The Covered Products brought to the authorised service center will remain at the service center at Customer's risk. In case of any failure or delay in picking the Covered Products within 90 days after repair or service, Harman will not be responsible for any loss or damages.

Warranty Conditions

- For product category – passive speakers and wireless microphones: Spares shall be replaced only once each year during the extended warranty period. The Spares replaced under Harman Smart Shield will be Microphone Capsules, Speaker Drivers, Diaphragms, Recons & Transducers (either HF/MF/LF) only.
- Customer must use the Covered Product in accordance with the instructions mentioned in the instruction manual, or as advised by Harman Technical Team.
- Customer shall not directly or indirectly alter or tamper the Covered Product. Harman will not be liable to provide warranty services in case of alterations or tampering and any decision by Harman shall be final and binding.
- Harman shall be under no obligation to provide warranty services because of improper use, modification or substitution, or in case the serial number of the Covered Product is altered or removed or is illegible.
- Extended warranty will cover firmware or software support. Harman shall not be responsible for damage to, or loss of, any programs, data or removable storage media including any consequential loss or damage.

- Any non-Harman product/software added on to the Covered Products would render the extended warranty null & void
- Any third party peripherals whether purchased as a part of the product or bundled with it, come with such third party standard warranty and Harman makes no warranty whatsoever on behalf of such third parties. Ex: Cables, Connectors, stabilizers, UPS etc. The extended warranty shall not be applicable for such third party products.
- Extended warranty shall not be applicable in case (i) the site (premises where the product is kept) conditions do not confirm to Harman recommended conditions. or (ii) if Customer fails to periodically maintain the Covered Products.

Warranty Exclusions

Harman Smart Shield will not cover:

- Bundle packages or combination of products offered by Harman. For any bundle products, Customer must purchase separate extended warranty for each product.
- Annual Maintenance Contract (AMC) for any comprehensive products or solutions.
- All accessories provided with the Covered Product ex: Mixer faders, Battery, head phones ear pads, charger, cosmetic aesthetic parts etc.
- Normal wear & tear of the parts or defects caused by household pets, rats, cockroaches or any other animals or insects or any other reasons.
- Damage caused by accident, abuse, misuse, improper handling, water, fire, acts of God, improper ventilation, dropping, excessive shock, or any external causes.

Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY, HARMAN EXPRESSLY DISCLAIMS ALL WARRANTIES OTHER THAN STATED HEREINABOVE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY LAW. HARMAN'S LIABILITY IS LIMITED TO (i) THE REPAIR OR (ii) REPLACEMENT OR (iii) REFUND OF THE LESSER OF EITHER THE DEPRICIATED VALUE OF THE COVERED PRODUCT AT THE TIME THE WARRANTY CLAIM IS MADE OR THE PURCHASE PRICE, AT HARMAN'S OPTION, OF ANY DEFECTIVE PRODUCT IN ACCORDANCE WITH THIS WARRANTY, AND HARMAN'S LIABILITY (AND THAT OF ANY OF ITS DISTRIBUTORS, DEALERS OR SERVICE CENTERS) SHALL NOT INCLUDE INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND IN ANY EVENT, HARMAN'S LIABILITY (AND THAT OF ANY OF ITS DISTRIBUTORS, DEALERS OR SERVICE CENTERS) SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT INVOLVED. HARMAN SHALL NOT BE LIABLE FOR ANY DELAY IN THE SERVICE OR REPAIR OF ANY PRODUCT.

Settlement of Disputes and Arbitration

Decision of Harman in relation to the Harman Smart Shield and matter incidental thereto shall be final and binding on the Customer. Dispute if any respect of the same should be sent in writing to Harman International India Private Limited, Prestige Technology Park, 4th Floor, Marathahalli, Ring road, Bangalore-560103. The existence of dispute, if any,

shall not constitute a claim against Harman. Any and all disputes, controversies and conflicts (“Disputes”) arising out of the extended warranty shall be referred for adjudication to a sole arbitrator to be appointed by Harman.

You hereby approve of and grant your consent to this. The sole arbitrator shall follow the procedure as provided for in the (Indian) Arbitration & Conciliation Act 1996 as amended from time to time and the award by the sole arbitrator shall be final & binding upon the parties. The seat of sole arbitrator shall be at Bengaluru and all proceedings shall be conducted in English. Each party shall bear their respective expenses of arbitration. Subject to the dispute resolution procedure as set out here in above, the Karnataka courts shall have the exclusive jurisdiction in respect.

Harman reserves the right to modify or change the terms and conditions of this warranty policy, without prior notice.

Extended warranty is being offered by Harman in its sole discretion and Harman reserves the right to modify, cancel or withdraw the extended warranty at any time without prior notice. In the event if, Harman cancels or withdraws the extended warranty Customer will get a prorated refund for the unused portion of extended warranty.

For any queries/issues, call Harman Toll Free helpline:1-800-208-8880 OR send query on Mobile App: H-APPI, available on both Android and IOS OR contact Harman Authorized service centers.

Aditya Todi

Aditya Todi
Senior Director - Sales and Marketing
Harman Professional Solutions, India & SAARC

