

# Warranty Terms and Conditions **FORBIX SEMICON**

**Equipment Warranty.** FORBIX SEMICON INDIA PVT LTD warrants that Distributor/Purchaser shall acquire Equipment purchased here under free and clear of all liens and encumbrances except for FORBIX SEMICON INDIA PVT LTD's purchase money. FORBIX SEMICON INDIA PVT LTD further warrants all Equipment to be free from defects in material or workmanship under normal use for a period of [**Three Hundred and Sixty (360) days, near to 1 year**] from the date of delivery. Though this term does not cover guarantee Equipment functionality during this period. All **REPAIR** covered by this warranty shall be done at FORBIX SEMICON INDIA PVT LTD's premises only. Any supplied equipment or accessories within this duration of [**360 days**].

## **DELIVERY**

**GOODS SHALL BE DELIVERED AFTER 100% ADVANCE PAYMENT**

**GOODS ONCE SOLD SHALL NOT BE TAKEN BACK OR AMOUNT REFUNDED UNDER ANY CIRCUMSTANCE**

Defects found to be within this scope of the warranty will be repaired by Company and **all charges for labor, will be borne by FORBIX SEMICON INDIA PVT LTD.** If it is determined that either no fault exists in the Equipment, or the damage to be repaired was caused by negligence of Distributor, its agents, employees or customers, Distributor agrees to pay all charges associated with each such repair. This holds good for sensors, transmitters, receivers, LCDs, enclosures and sirens that are in use in the deployment area for more than 10 days. **Further all equipments the FORBIX SEMICON INDIA PVT LTD factory produces, sensors, transmitters, receivers, LCDs, batteries, enclosures and sirens will be replaced or repaired ON CHARGABLE BASIS if equipment sale date is more than 10 days.** FORBIX SEMICON INDIA PVT LTD factory does not produce power supply Adapters, therefore, on damage the specific part would be replaced only under fresh payment amount against the same. Foremost the warranty mandates, the void seal on the Equipment should be intact and not broken for the warranty term to be valid.

Equipment beyond the time of warranty term period, or incase of void seal broken or physical damage beyond repair, or removed FORBIX SEMICON INDIA PVT LTD logo and brand, will be serviced on case by case basis. For such equipments material cost and service charge will be added.

HIS CONSTITUTES THE SOLE WARRANTY MADE BY FORBIX SEMICON INDIA PVT LTD EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FORBIX SEMICON INDIA PVT LTD BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND DISTRIBUTOR'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING UNITS OR PARTS. Misuse of Equipment. Any tampering, misuse or negligence in handling or use of Equipment renders the warranty void. Further, the warranty is void if, at any time, Distributor/Purchaser attempts to make any internal changes to any of the components of the Equipment; if at any time the power supplied to any part of the Equipment exceeds the rated tolerance; if any external device attached by Distributor/Purchaser creates conditions exceeding the tolerance of the Equipment; or if any time the barcode serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERS THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE EQUIPMENT.

**Purchase Orders.** Distributor / Purchaser shall order Equipment by written notice to FORBIX SEMICON INDIA PVT LTD. Each order shall specify the number of units to be shipped, the type of units to be shipped (as identified by FORBIX SEMICON INDIA PVT LTD's model number designations indicated in Product Code (attached hereto) including all optional features. FORBIX SEMICON INDIA PVT LTD shall indicate its acceptance of such release by returning a signed copy to Distributor / Purchaser. FORBIX SEMICON INDIA PVT LTD agrees to ship units to Distributor /Purchaser as close as possible to the delivery schedule set forth in each order as accepted by FORBIX SEMICON INDIA PVT LTD, unless FORBIX SEMICON INDIA PVT LTD otherwise indicates in writing.

FORBIX SEMICON INDIA PVT LTD shall not be required to honor any release which:

- (a) Specifies a shipping date earlier than FORBIX SEMICON INDIA PVT LTD's then current delivery schedule for the date such release is received by FORBIX SEMICON INDIA PVT LTD and/or
- (b) Specifies a quantity to be delivered in any one month within the current delivery schedule which is greater than one hundred percent (100%) of the total quantity shipped in the preceding sixty (60) day period. Equipment Acceptance. The criterion for acceptance of FORBIX SEMICON INDIA PVT LTD's Equipment by Distributor / Purchaser shall be the successful operation of the Equipment using FORBIX SEMICON INDIA PVT LTD's standard test procedures and diagnostic test programs applicable to the Equipment involved.

**Shipment.** All shipments of Equipment shall be made FOB FORBIX SEMICON INDIA PVT LTD's office and liability for loss or damage in transit, or thereafter, shall pass to Distributor/Purchaser upon FORBIX SEMICON INDIA PVT LTD's delivery of Equipment to a common carrier for shipment. Shipping dates are approximate and are based, to a great extent, on prompt receipt by FORBIX SEMICON INDIA PVT LTD of all necessary ordering information from Distributor/Purchaser.

**Transportation cost.** Distributor/Purchaser shall bear all costs of transportation and insurance and will promptly reimburse FORBIX SEMICON INDIA PVT LTD if FORBIX SEMICON INDIA PVT LTD prepays or otherwise pays for such expenses. FORBIX SEMICON INDIA PVT LTD shall not be in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Distributor/Purchaser, or otherwise arisen out of causes beyond the control of FORBIX SEMICON INDIA PVT LTD. Nor shall FORBIX SEMICON INDIA PVT LTD at any time be liable for any incidental, special or consequential damages.

**Cancellation.** Distributor / Purchaser may, at any time 15 days prior to the scheduled date of shipment, cancel any all Equipment on order upon giving written notice. Else otherwise Distributor / Purchaser needs to pay back a cancellation charge of 30% on the overall shipment order amount. FORBIX SEMICON INDIA PVT LTD reserves the right to cancel the placement order of any specific / or all equipment(s) any point of time with prior written notice to the distributor / purchaser.

**Notice.** All information contained herein is subject to change without notice. Customers should obtain and verify latest relevant information before placing orders to FORBIX SEMICON INDIA PVT LTD. The information contained herein or any use of such information does not grant, explicitly or implicitly, to any part or patent rights, licenses or any other intellectual property rights, whether with regard to such information itself or anything described by such information. FORBIX SEMICON INDIA PVT LTD products are not warranted to authorize for the use as critical components in medical, life-saving, or life-sustaining applications, or other applications, where failure would reasonably be expected to cause severe personal loss, injury or death.