Terms of Warranty

NetRack Enclosures Private Ltd., (CIN U28932KA2002PTC030378) incorporated under the Companies Act, 1956, having Registered Office at No. 130, KI-NO 248/1, Machohalli Gate, Bangalore – 560 091, Karnataka, India ("Netrack") warrants the purchaser of the products that it is free of defects in material and components and if found suffering from manufacturing defects or defective material during the warranty period, it will be provide free services, repairs or replacements, as the case may be.

Warranty period

Unless otherwise provided in a warranty for the specific product purchased or unless required by local law, Netrack warrants that its Products are and will be free of defects in material and workmanship for a period of 12 months, from the date of respective invoice. The purchaser shall not be entitled to enforce the warranty unless it has fully paid for the Product.

Any terms and conditions mentioned on the purchaser's purchase order, order acknowledgement or on any other form or communication that are inconsistent with or additional to the terms and conditions of this warranty shall be applicable only if it has been specifically agreed by Netrack.

Terms and Conditions to avail warranty

During the warranty period, the purchaser may contact Netrack's Technical support through email to support@netrackindia.com and report any concerns about defects in the Products. Netrack reserves the right to determine, at its sole discretion, that a defect in the Product exists. Netrack's entire liability and the exclusive remedy for a Product defect that is covered under this warranty shall be, at Netrack's sole option either (a) repair of the Product , or (b) replacement of the Product with the same or a functionally equivalent product. There is no express or implied right of return or right of refund under the terms of this limited warranty.

The warranty for all goods sold by Netrack but manufactured by others shall be the warranty provided by such manufacturer for such goods. Netrack shall take all reasonable efforts (other than the payment of money) to provide the manufacturer's warranty to purchaser. All the returns or replacements shall be prior authorized by Netrack and any unauthorized returns or collected shipments shall be non- returnable/ non- replaceable. Warranty shall be applicable only on original products of Netrack. During the warranty period, if any part of the Product or Products will be replaced, the warranty on those replaced parts of the Product or Products shall be applicable from the date of products purchased.

TIME FOR SERVICE: Service under warranty shall be available during Netrack's Business Hours.

PLACE OF SERVICE: Service will be provided on-site or at the location of Netrack's Service Center depending on the type of warranty covering the Product. Purchaser shall make the

product reasonably accessible to Netrack. Products not reasonably accessible or cannot be safely accessed will be deemed to be outside the cover of this warranty.

ELIGIBILITY: To be eligible for the warranty coverage, (i) The Purchaser will have to show the warranty card that came with the product; and (ii) show valid proof of purchase as and when required. Please note that Products which are not registered in accordance with the terms and conditions herein, without valid proof of purchase and/or with proof of purchase that has been altered or illegible, shall be deemed to be outside the cover of this warranty.

LIMITATIONS OF COVERAGE

This warranty does not cover damage or defect caused by accident, abuse theft, mishandling or misapplication, power surges, exposure to the elements, or Acts of God; property or persons arising out of the improper installation of such goods; fire, flooding, failure of the room ventilation, menace created by rodents, entry or contact of foreign bodies, entry or seepage of water/fluid, modification, repair or tampering of such goods by anyone other than Netrack, utilization of the goods under conditions exceeding specifications for such goods, unauthorized modifications or repairs; use of non-Netrack approved cabling attached to the unit; the unit being used with non-grounded or incorrectly polarized AC or DC power, accident in transit, or in any event if the Netrack serial number has been altered, defaced or removed.

The foregoing warranties are exclusive and are in lieu of all other express or implied warranties whatsoever (either in fact or by operation of law), including but not limited to implied warranties of merchantability and fitness for a particular purpose or otherwise.

Limitation of Liability

In no event shall Netrack assume any liability for indirect, special, incidental, exemplary or consequential damages of any kind whatsoever, including without limitation, lost profits, business interruption or loss of data, whether any claim is based upon theories of contract, negligence, strict liability, tort, or otherwise.

In any event, Netrack's responsibility for the property loss or damage shall not exceed the net purchase price of the Product. Netrack is not responsible for incidental expenses such as removal / installation services, down time etc. The warranty of Netrack shall be strictly limited to its Products and does not extend to the equipment within which the product is integrated.

RIGHT TO MODIFY: Netrack reserves the right to vary, modify or change the terms and conditions herein due to change(s) in availability of services, products and/or spare parts or for the purposes of complying with applicable policies, rules, regulations and law, with or without notice.

None of Netrack's employees, distributors, dealers, retailers, contractors, agents has the authority to vary, modify or amend any of the terms and conditions of this warranty.

JURISDICTION: All disputes arising out of or in connection with this warranty policy shall be finally settled under the Rules & Laws of India and the place of settlement will be Bengaluru, India. Jurisdiction of the Court shall be at Bengaluru only.

Netrack's decisions regarding all matters concerning this warranty policy shall be final and binding.