

## **Standard Warranty Terms & Conditions for Digital Camera, Lens and Camcorder Products & Lens and Remote PTZ Camera**

### **1. Definitions**

Unless the context otherwise requires, the following terms would have the prescribed meanings:

- a. **CIPL** : Canon India Private Limited, a company duly registered under the Companies Act having its Registered Office at Unit No 214 to 218, 2nd Floor, Narain Manzil , Barakhamba Road, Connaught Place, New Delhi-110001.
- b. **Product(s)** : Canon Digital Cameras and/or Lens imported marketed and sold by CIPL, either directly or through its Authorized Dealers / Authorized Resellers including Authorised Online Resellers. Refer the Authorized Dealers / Authorized Resellers / Authorized Online Resellers list at CIPL Website i.e in.canon.
- c. **Customer** : An end-user (a person, firm, company or the legal entity) which purchases the Product(s) from CIPL or its Authorized Dealers / Authorized Resellers / Authorized Online Resellers.
- d. **Camera Collection Centre (CCC)** : Camera Collection Centre within the territory of India, which collect the product(s) for repair and send the Product(s) for repair to CIPL's Master Service Centres / CIPL Authorized Service Franchise.
- e. **Master Service Centre** : CIPL's Master Service Centre.

**Authorized Service Franchisee (ASF):** CIPL's authorized service dealers authorized to service and repair the Product(s)

**CIPL's Warranty for the Product(s) is only against any defects in the manufacturer's material or workmanship, which provide for the repair of the defective Products(s).**

**CIPL's warranty does not cover against any accidental damage, loss, acts of god, or misuse, mishandling /abuse of the Product(s) or any other event not attributable to the manufacturer's material or workmanship or manufacture of the product.**

### **2. Warranty Period**

Product(s) is covered under one year standard warranty and one year additional warranty from the date of Product(s) purchase by the customer. Warranty validation / Warranty period confirmation would be done through either Online Warranty Serial No. Tracking system (Service Edge) or Warranty Card and Customer Invoice date.

If a Customer transfers the ownership of product(s) to another end user, the remainder of the warranty period may also transfer to the new owner.

Customer shall be required to provide proof of purchase Invoice with seller GSTN including Warranty Card of the Product(s), as a pre-condition for availing the warranty of the Product(s).

### **3. Warranty Type**

Warranty shall always be Carry in Warranty

**Carry-in Warranty:** Carry-in Warranty service requires that the product(s) be brought to the CCC / MSC/ ASF. The Customer needs to carry the product(s) to the nearest CCC / MSC / ASF at its own cost. For further details contact CIPL Call Centre at 1860 180 3366 / 1800 208 3366 or visit us at <https://in.canon/>

### **4. Warranty Terms**

- a. Warranty is provided only on the Product(s) which are sold either directly by CIPL in case of B2B/B2G sales or by CIPL's Authorized Dealer / Authorized Reseller / Authorized Online Resellers to Customers & warranty is valid only in India Canon Digital Camera and/or Lens purchased out of India is not covered under CIPL Warranty.
- b. The warranty is limited only to the manufacturing /workmanship defects in the Product(s).
- c. The warranty does not cover accessories and consumables, like case, strap, lens cap, charger, batteries, adapter, Lens Filter, external flashlights, rubber parts, cosmetic parts etc.
- d. The warranty does not cover the replacement of the Product(s).
- e. Warranty does not cover warranty of functionality of the Product(s)
- f. Warranty does not cover damage caused due to act of God & force majeure events including but not limited to fire or water damage, electrical disturbances events mentioned below when the warranty of the Product(s) will become null and void.

Within warranty period, MSC /ASF will repair or replace any defective part(s) of the Product(s), if required, to rectify the problem in the Product(s). CIPL reserves the right to use re-engineered part(s) with performance parameter equivalent to the similar new part(s), for performing the warranty services. The replaced part(s) shall become the property of CIPL.

In the event of repairs or replacement of any part(s), during the warranty period, the warranty of the Product(s) shall thereafter continue only for the unexpired / balance period of original warranty.

**The Warranty of the product(s) shall be rendered null and void if:**

- a. The Product is physically damaged.
- b. The Product(s) is modified, repaired, maintained and /or opened ,disassembled by any party other than MSC and/ or ASF i.e damage arising out of unauthorized modification, repair, and alteration.
- c. The Product(s) is operated and/or maintained in ways other than recommended by CIPL in the user manual. Product(s) operation outside the usage parameters stated in the user manual provided with the product;
- d. Any malfunction in the Product(s) resulting from inadequate safekeeping, storage at high/low temperatures or humidity, storage with mothballs or leakage of batteries.
- e. Any malfunction in the Product(s) resulting from exposure of the Product(s) to dirt, sand, water, moisture including rust inside the Product(s) , fire and/ or shock, intense artificial light, or laser impact, corrosions due to any form of vapour or liquids, dropping of Product(s). ,
- f. The model No. or serial no. sticker of product(s) is removed, mutilated or tampered with.
- g. Any damage to the Product(s) arising out of use of any consumables or accessories other than those supplied by CIPL or its Authorized Dealers / Authorized Resellers / Authorized Online Resellers.
- h. Defect is the result of physical breakage, electric connection or electrical faults external to the product(s).

**5. Limitation Of Liability**

CIPL makes no other express warranty either in writing or otherwise and expressly disclaims all warranties and conditions not stated in this limited warranty. CIPL does not warrant that the operation of the product(s) will be uninterrupted or error-free. To the extent allowed by the Indian laws, CIPL disclaims all implied warranties or conditions, including any implied warranties or conditions of merchantability, merchantable quality, and fitness for a particular purpose.

CIPL's maximum liability under this limited warranty is limited to the price of the product(s) or the cost of repair or replacement charges, whichever is lower.

Except as indicated above, in no event will CIPL be liable for

- Indirect damage caused due to improper functioning of the product(s), including but not limited to lost profits or savings, business interruption, loss of data, recorded images/ videos , lost revenue, any business opportunity, loss of use, or any other commercial or economic loss of any kind, or special, incidental, or consequential damages.
- Incidental damages due to malfunction of the product(s) such as loss of photography expense or loss of profit etc.
- Any claim made by a third party or made by customer on behalf of a third party.
- Any damage that occurs as a result of customer's failure to follow the directions in the Product(s) User manual.

This limitation of liability applies in all circumstances i.e. when damages are sought, a claim made under this limited warranty or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation of liability cannot be waived or modified by any person. This limitation of liability will be effective even if Customer has advised CIPL /its representative of the possibility of any such damages or even if such possibility were reasonably foreseeable.

## **6. Governing Laws**

Any disputes arising in connection with this Limited Warranty shall be governed by the laws of India.

The courts of Delhi shall have the exclusive jurisdiction over disputes arising hereunder.