



**Terms & Conditions for the Extended warranty Program**  
**Medium Compressors**  
**CUSTOMER DETAIL**

- 1. CUSTOMER NAME :
- 2. CUSTOMER ADDRESS :
- 3. CONTACT PERSON :
- 4. CONTACT NO :
- 5. EMAIL ID :
- 6. MACHINE MODEL :
- 7. MACHINE SERIAL NO :
- 8. AIR END SI No :
- 9. RUNNING HOUR :
- 10. ENGINE MODEL :
- 11. ENGINE SL NO :
- 12. DOC :
- 13. DEALER NAME :
- 14. EXTENDED WARRANTY PROGRAM PERIOD: ..... TO.....
- 15. PAYMENT DETAIL IN FAVOR OF DOOSAN BOBCAT (I) PVT LTD.  
  
AMOUNT (BASIC + SERVICE TAX):  
  
CHEQUE NO & DATE :

## **1. Extended warranty Program**

This Extended Warranty Program for Portable Power Air Compressors (hereinafter referred as “the Warranty Program”) shall be purchased by the customer on an additional chargeable basis either directly from Doosan Bobcat India Private Limited (hereinafter referred as “DBIN”) or through its authorised dealers (“Dealers”) located across India. This Warranty Program offers an additional service to the customers who purchase our DBIN’s Portable Power Air Compressor models (hereinafter referred as “Compressor”).

Upon purchasing, DBIN shall be the exclusive contractual partner of the customer under the Warranty Program. Customer rights arising out of the customer’s contract with the vendor or other statutory rights of the customer are not affected by the Extended warranty Program; such rights are neither limited nor excluded hereby. Any rights arising out of this Warranty Program shall exist separately in addition to the customer’s damage claims or statutory rights. This Warranty Program is offered on the following term and conditions to the customer’s.

## **2. Warranty Program Period**

This Warranty Program will be valid for a period of \_\_\_\_\_ years (“Term”) and shall be effective accordingly as detailed below

- If any existing standard warranty program is in live, then this Warranty Program will commence from the completion date of existing standard warranty program
- if the customer purchase Warranty Program separately after the completion of standard warranty program, then it shall commence from the date of purchasing the Warranty Program

Upon expiry of the Warranty Program, all service mentioned in the Warranty Program will be carried out on a chargeable basis subject to DBIN discretion.

First 15 months/2250 hours in case of medium compressors from date of commissioning standard warranty terms are applicable and after that the above stated components in Point No:3 will be covered under this Program.

## **3. Scope of Program**

This Warranty Program will cover, if any manufacturing defect notified in the following Portable Power Air Compressor components

- Compressor Air end**
- Air end gear set**
- Fan**
- Air Receiver tank**

In a Warranty Program case, DBIN will do an analysis and if any proven manufacturing defective is found in the above mentioned components, then the same will be either repaired or replaced at DBIN's election. Replaced components shall become the property of DBIN.

Components once replaced will not be considered under this Warranty Program Scope; However, standard parts warranty terms of 6 months or 1000 hrs from the date of component replacement will be offered.

This Warranty Program terms strictly not applies to the failures happens due to the non-recommended maintenance or operational procedures Compressor and DBIN decision is final in this case.

#### **4. Contract Formation**

Customers who want to avail this Warranty Program are required to accept the terms and conditions as stated in the Warranty Program contract and should duly sign the document. Customer need to pay the first instalment of annual service charges. On payment confirmation, DBIN will issue a warranty registration certificate and service coupons to carry out the required services. DBIN reserve the right to alter or terminate this Warranty Program at any point of time. This Warranty Program shall not be transferrable and refundable.

#### **5. Schedule Service under Extended warranty Program**

DBIN authorised representative will make 2 visits in Warranty Program per year based on customer intimation or running hours of the compressor. During the Warranty Program, the authorised representative of DBIN will inspect the Compressor and recommends/ carryout the required maintenance and parts The decision of DBIN representation shall be final

Beyond the above-mentioned visits/Year, to carry out the non-warranty jobs DBIN will charge Rs.4000/- per day. During the visit, DBIN representative will prepare and submit the Service report after analysing the Compressor's. All reports should be duly signed by the customer and the same will be submitted to DBIN to process further

#### **6.Exclusions under Warranty Program**

The followings are not covered under this Warranty Program:

- (A) All other components excluding the stated above under Clause 3,
- (B) Defects caused by natural wear and tear;
- (C) Defects caused by storage not in compliance with the operating instructions or improper storage;
- (D) Defects caused by usage not in compliance with the operating instructions or improper or excess usage;
- (E) Defects which are claimed after expiry of the Warranty Program period or defects which are not immediately notified
- (F) Compressors which only have minor defects which do not materially affect the value or the functionality of the Compressor

- (G) Compressors which have been modified without consent of DBIN by the customer and/or which were damaged by the use of not DBIN original material or replacements;
- (H) Compressors which were used in the course of extreme conditions.
- (I) Consequential loses due to component failure and Compressor breakdown

## 7. Extended warranty Program Execution

Once the customer details are registered under this Warranty Program, Customers will be issued with a log book/Coupon book and requested to update compressor running parameters on daily basis.

Customers are requested to buy the recommended parts and carryout the services along with service schedule. DBIN representative will replace parts and give detailed machine report.

Customer must notify any abnormalities related to compressor performance found immediately to DBIN or Local dealer for analysis.

On record of manufacturing defects DBIN will do the necessary repair/replacement of the components. .DBIN warrants that all works performed under this Warranty Program are in a workmanlike manner and the customer shall not claim

DBIN has no obligation under these warranties or otherwise (regardless of the form of action) for special, indirect, consequential, or incidental damages, including without limitation, loss of use, lost, profits, and lost income, whether suffered by the customer or a third party

## 8. Payment methods

Customers are requested to pay full payment at the time of purchasing the Warranty Program .

Standard warranty	15 months/2250 hours
Proposal	Rs-26000 for additional 12 months/2000 hours
	Rs-47000 for additional 24 months/3500 hours
	Dealer commission- Rs-2500while registration and Rs-1500 per visit as per schedule ( 2 visits needed)
	Dealer commission for 1-year extended warranty is <b>Rs-5500</b> and for 2-year extended warranty <b>Rs-8500</b>
Condition	Warranty registration within 3 months/500 hours from date of commissioning

- **All Prices excluding tax.**

## **9. Force Majeure**

The parties are to be released from their obligations under this agreement during periods when their fulfilments in whole or in part is prevented by one of the following circumstances:

Natural disasters, scarcity of any means of transportation, general scarcity of materials, restrictions on the use of electricity and other sources of power, storm, strikes, lockouts, fires, acts of war, the necessity of following laws and ordinances issued by government agencies and every other circumstances over which the parties have no control, including delayed deliveries from sub-contractors caused by such circumstances.

## **10. Other information**

Disputes arising out of this Agreement may not be brought before a court of law but must be settled by an arbitrator in accordance with the Indian Arbitration ACT.

Agreed and Accepted

Stamp and signature of Customer

Date :