

# **Limited Warranty- thermoTab™ active PCM Plates**

## **Limited Warranty**

PLUSS Advanced Technologies Pvt. Ltd. (hereinafter referred to as PLUSS) liability in any case of warrants the following exclusively to the original purchaser of thermoTab™ active PCM Plates:

1. 'thermoTab™ active PCM Plates' comprises of alloyed metal construction plates filled with PCM solution from PLUSS.
2. To cover all manufacturing defects in materials and workmanship when the product is subjected to normal acceptable use, for a period of 06 months from the date of invoice to the Original Purchaser.
3. The warranty covers manufacturing defects only.
4. Pluss shall cover only the repair/refurbishments costs if any, shipping and handling costs to and from Pluss' location shall be borne by the Original Purchaser.
5. Any repair, replacement or other activities under the warranty shall be at the sole discretion of Pluss without any obligation to share the information with the Original Purchaser.
6. The warranty is valid for the thermoTab™ active PCM Plates for the above period provided the following recommendations are strictly adhered to:
  - It should be kept safe from damage in a shaded & well-ventilated area to avoid high temperature.
  - It should be put to proper and regular use. Freezing cycles must be done regularly (once a month) even if truck is not used.
  - It should not be kept stocked beyond a maximum period of 03 months.
  - It should not be stocked under the sun or over an ambient of 35 deg C.
  - Plates must not be scratched to remove frost or for cleaning or any other reason.
  - Defrosting must not be done mechanically or with heat sources.
7. Damaged in transit claims must be reported in writing to the company within 3 days of receipt of the material for the claim to be valid. Damaged goods will not be replaced or repaired if they have been used.
8. Pluss, at its sole discretion, shall evaluate and decide whether a claim is eligible to be covered under warranty.

PLUSS will have the right at its expense to inspect and have returned any Product claimed by Buyer to violate this "Warranty." PLUSS'

sole obligation and Buyer's exclusive remedy for any breach of the Warranty will be the repair or replacement, at PLUSS' option without charge (Except for postage, freight, man day charges and courier charges), of the defective Product (not including accessories) provided the claim is made in the specified period mentioned above. Any replacement or repaired Product will be covered by the Warranty only for the remainder of the original warranty period.

**Conditions of warranty:**

The warranty will not apply if:

1. The delivered product is altered or damaged.
2. The product is not properly installed, handled, stored, maintained and used in normal conditions.
3. The product is repaired by someone other than the PLUSS or its authorized distributor.
4. The product is damaged by negligence or accident.
5. The claimant is not the original purchaser of the product.

**Parties covered by this warranty:**

The warranty is only applicable to the Original Purchaser of the thermoTab™ active PCM Plates. PLUSS does not extend this warranty to any subsequent purchasers. The Original Purchaser should retain the original invoice or sales receipt as proof of the actual date of purchase to claim benefits under this warranty

**Procedure to claim warranty:**

The purchaser is required to give a notice for the claimed defect to PLUSS or its authorized distributor by writing to PLUSS or its authorized distributor at their respective address or by soft copy over email. Notice should include the Lot no., date of invoice and a description of the claimed defect in sufficient detail to allow the manufacturer to determine the genuineness of the claims. PLUSS or its authorized representative will facilitate any repairs which may be necessary.

**Limitations or Exclusions:**

The warranty for thermoTab™ active PCM Plates does not include normal wear and tear and maintenance items. It excludes accessories or equipments used along with the thermoTab™ active PCM Plates.

PLUSS offers repair or replacement of the thermoTab™ active PCM Plates as the EXCLUSIVE remedy. The following exclusions and limitations shall apply:

1. No agent, representative or employee of PLUSS has authority to bind PLUSS to any representation or warranty, whether expressed or implied.
2. All recommendations, information, descriptive literature, published papers or marketing collateral supplied by PLUSS or its authorized representatives are believed to be accurate and reliable, but do not constitute warranties or claims by PLUSS. PLUSS has no rights on the third party supplied literature and these belong to their respective authors
3. Warranty claims are not valid against any intentional damage or damage by use of force, damage by pests, accident or the components. PLUSS retains the right to determine or identify such damages.
4. Warranty claims are not valid against acts of God like fire, floods etc.
5. All warranty claims are subject to the legally accepted force majeure clause.
6. Negligent, improper or inadequate use.
7. Inadequate transport conditions.
8. No warranty repairs/replacement will be provided if the problem resulted from damage due to external causes, use outside of the goods specification, faults caused by inexperienced repairers.
9. Loss of food or any other products/commodities being transported/stored or other damages caused by faulty goods are not covered by the warranty.
10. Opening/damaging/hampering the seal of the thermoTab™ active PCM Plates.
11. The warranty is valid only for manufacturing defects. The decision of PLUSS is final. Our liability is under no circumstances, greater than the cost of the specific product as per the original invoice.

### **Limits on Liability**

In no event, whether based on breach of warranty or contract, negligence, strict liability in tort or any other legal theory, will the manufacturer be liable for any incidental, special or consequential damages or cost of "cover" arising out of the selection, ordering, purchase, use, resale or distribution of the products covered hereby, or otherwise, even if the manufacturer has been advised of the possibility of such damages. In particular PLUSS will not be liable for any consequential or incidental damages such as but not limited to loss of profits, savings or revenue; damage to reputation; loss of use of a product or any associated equipment; cost of capital; cost of any substitute goods, equipment, facilities or services; downtime; and the claims of third parties including buyer's customers.

**There are no other warranties or liabilities other than those outlined and stated above for any part, component or usage of the thermoTab™ active PCM Plates.**

