



# WARRANTY PLAN

Our windows will protect your home and your family. Our industry-leading warranty will protect your windows.

Eternia offers a 12-year warranty on Aluminium window frames ("**frames**") and 5-year warranty on moving hardware parts (rollers, locks, handles, hinges) and gasket (**"parts"**) (each **"warranty period**")

The products covered under the warranty shall be free from any material and/or manufacturing defects.

The warranty period starts from the date of completion of the installation of the products or 30 days after the delivery, whichever is earlier. Possession of a warranty card is must.

On receipt of a written claim, during the Warranty Period, we will (i) repair or replace the Product at no charge to the customer.

## What is not covered by warranty?

This warranty doesn't apply to glass, surface coating and window mesh and covers only the products.

It does not cover defects arising from:

- normal wear and tear
- installation and/or maintenance by the customer or a third party
- misuse or abuse, whether willful or negligent, of any of the Products by the customer or any third party
- accidental damage outside the control of Eternia [and/or its authorized partners]
- use of the products outside the instructions of Eternia [and/or its authorized partners], whether provided in writing (under the guides or manual) or orally (at the time of installation).
- modifications, alterations, service, repair or replacement by the customer or a third party during the applicable warranty Period that were not requested or authorized by Eternia [and/or its authorized partners];
- civil, painting, flooring or other similar work carried out by the customer or any third party after product installation leading to hardware damage;
- any combination or use of the products with any incompatible equipment or ancillary products that may be connected to the products;
- malfunction or damage due to causes or events including without limitation fire, earthquake, flood, lighting, high wind or any other natural disaster, war, or any other disturbance (revolution, riots, etc), unforeseen reasons or any other external factors beyond the control of Eternia and/or its authorized partners.
- defect in the product (whole or a part) for which the entire sale price has not been paid.

## **Limitation of liability**

The Company shall under no circumstance be liable to the customer in contract or in tort or otherwise for any consequential or indirect damage, loss, expenses or claims or for loss of profits, loss of opportunities, loss of business revenue, failure to realize, commercial or economic loss whether or not such loss or damage is foreseeable.

### **Other Terms**

These terms and conditions can be varied from time to time provided that such changes do not materially affect the nature and quality of the warranty provided hereunder.

Any dispute or claim arising out of or in connection with this warranty, its subject matter or formation (including non-contractual disputes or claims) will be governed by Indian law and will be subject to the exclusive jurisdiction of the Courts in Mumbai. Any dispute arising out of or in connection with this warranty shall be at the first instance be resolved amicably for a period of 30 (thirty) days failing which the same shall be referred to and finally resolved by arbitration in accordance with the rules of the Mumbai Centre of International Arbitration ("MCIA Rules"), as may be amended from time to time or its re-enactment in force including the number of arbitrator(s).



#### **ADITYA BIRLA**



#### Eternia, a venture by Hindalco Industries Limited

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