

ALCHEMI TECHNOLOGIES

WARRANTY POLICY

Limited Warranty

- 1.1 **Warranties.** Manufacturer warrants to Distributor that all products will be free of defects in material and workmanship during the applicable warranty period of the goods as provided in the product description, or as contracted between Manufacturer and customer, when installed, used, operated, and maintained as per the Manufacturer's operation, installation and maintenance instructions. Notwithstanding any other provision in this Agreement, Manufacturer shall not be held responsible for any damage which may be caused by a defective unit.

Product Name	Warranty Cover	EAN code	C.o.A.	HS code
X9 Standard	2 years	9503853938984	China	85044030
X9 Extended	5 years	9503853938984	China	85044030
X9 T200	2 years	9508577626896	China	85044030
X9 T200 Extended	5 years	9508577626896	China	85044030
Supercharger Model 35A	2 years	9501668979994	China	85044030
Supercharger Model 60A	2 years	9501668979994	China	85044030
Supercharger Dart	1 year	9503435298185	China	85044030
Supercharger Dart Extended	3 years	9503435298185	China	85044030
Supercharger Helios	2 years	9504532731124	China	85044090
Supercharger Helios Extended	5 years	9504532731124	China	85044090
Supercharger Trident	2 years	9504769158893	China	85044030
Supercharger Trident Extended	5 years	9504769158893	China	85044030
Supercharger Gemini	1 years	9505182775445	China	85044030
Supercharger Gemini Extended	3 years	9505182775445	China	85044030
Supercharger Osiris	2 years	9503687477680	China	85044090
Supercharger Osiris Extended	5 years	9503687477680	China	85044090
Prometheus	2 years	9509128165611	China	85044030
Prometheus Extended	4 years	9509128165611	China	85044030
Tower of Power	3 years	9507819352616	China	85044030
Tower of Power Extended	5 years	9507819352616	China	85044030

- 1.2 **No Implied Warranties.** THE PROVISIONS OF THE FOREGOING WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

- 1.3 **Modification of Products.** Customer may not customize, modify or have customized or modified any Product unless it obtains the prior written consent of Manufacturer , which consent may be withheld in the sole discretion of Manufacturer. Failure to comply will result in the immediate voiding of Product's warranty and is considered corporate sabotage.

- 1.4 Returns and Claims. In the event of a warranty claim against Manufacturer by customer for defective Product within the specified warranty period as specified in Section 10.1 of this Agreement, customer has the right to return such defective product to Manufacturer's nearest maintenance facility for repair, refurbishment or replacement of defective Product. Distributor shall bear all transportation costs to and from this maintenance facility, with whereabouts as dictated by Manufacturer at time of warranty claim.

Manufacturer warrants replacements of Product or parts of Product, provided under this warranty, against defects in materials and workmanship from the date of the replacement or repair for One-hundred (100) days or for the remaining portion of the original Product's warranty, whichever provides Distributor with the longest coverage protections.

For valid claims, Manufacturer shall replace, repair or refurbish Product at no cost to customer. The warranty excludes all defects arising from after sale damage, neglect, abuse, incorrect installation or incorrect operation in addition to the terms as laid out in Section 10.1 of this Agreement.

If a defective Product arises and a valid claim is received by Manufacturer within the applicable Warranty Period,

Manufacturer will:

- (1) test & repair Product at no cost to customer, using new or refurbished replacement parts,
- (2) exchange Product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or
- (3) refund the purchase price of the product.

In the event of a valid warranty claim, when a Product or part is exchanged, or refurbished, customer's defective Product or part of Product becomes the property of Alchemi Technologies LLP and the functioning replaced, repaired or refurbished Product becomes the property of Distributor.

In the event of a refund given, the returned Product becomes the Property of Manufacturer. The customer will bear all transportation costs in such an event of a refund being given and shall be at the sole discretion of Manufacturer to determine if a refund claim is valid.

2. Limitations on Liability

- 2.1 Limit of Liability. MANUFACTURER'S LIABILITY ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLYING OF THE PRODUCTS OR THEIR USE OR DISPOSITION, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY DISTRIBUTOR FOR THE PRODUCTS.

- 2.2 No Consequential Damages. IN NO EVENT SHALL Manufacturer BE LIABLE TO DISTRIBUTOR OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLYING OF THE PRODUCTS, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.