

# **TERMS & CONDITIONS**

### **DEFINITIONS**

- QUIK-e: An Express pickup, repair and return service for Mobile Handsets offered by QarmaTek Services Pvt Ltd, the terms and conditions which are set out in this document.
- We, Us, Our: QarmaTek Services Pvt Ltd. QUIK-e is a brand owned by Us.
- You, your: The person who submitted a handset for repair and thereby accepted these terms and conditions.
- The Handset: The mobile phone covered by this Agreement.

### **PRODUCT & FEATURES OF DIFFERENT PLANS**

- ALL PLANS should be registered within 30 days of the purchase of the PLAN. Please call 1800-270-4488 from the cell number that You wish to associate with Your PLAN and You will receive a call back immediately. You may also register on our website www.quik-e.mobi.
- You will be required to submit a copy of the purchase invoice of Your Handset which shows the IMEI number.
- If Your Handset is not registered, Your details may not be available when Your Handset needs Repair and We will not be able to verify Your PLAN purchase.

### **THE SERVICE**

QUIK-e's Mobile Handset Repair Service is limited to receiving Your mobile phone, repairing it and returning the Handset back to You within the terms of this document, or its latest version as available on our website www.quik-e. mobi.

## **PICKUP:**

- Please call our toll free number for assistance with the pickup process, when your Handset requires repair and you have a valid PLAN
- You will be contacted and a pickup scheduled based on earliest convenience. This pickup may be arranged either through our team of pickup boys or through a premium courier service.
- Two copies of the T&Cs are be provided with the retail pack. Of these one must be signed and submitted with your handset for repair.
- You may be required to provide password/Pattern lock if the Handset is locked and also an alternate number for SMS intimations.
- You may be required to provide ID to establish Your bonafide ownershin
- Handset Box MUST BE SEALED by YOU at the time of pickup, as per the instructions in your retail pack,.
- Pickup will only be attempted thrice else the Job will be cancelled and the pickup will have to be rescheduled by you on our toll free number. A HANDLING FEE will apply.
- By signing the T&C You confirm bonafide purchase, and acknowledge the receipt of a loaner Handset if applicable.

## **RECEIVING:**

 The box will be opened by Us at the factory under CCTV surveillance and the condition recorded. We will email a photo of Your Handset if You provide an email ID. This photo shall be the basis of establishing the condition of the Handset, and in case of any dispute Our decision shall be final.

These PLANS are available ONLY for the following Major Brands. Please check with Your local QUIK-e dealer or on Our website for an updated list.

APPLE	MICROMAX	LENOVO	ASUS	KARBONN
HTC	PANASONIC	XIAOMI	INTEX	XOLO
SAMSUNG	BLACKBERRY	LAVA	i-BALL	HCL
SONY	MOTOROLA	SPICE	GIONEE	
LG	NOKIA / MICROSOFT			

#### **REPAIR BY BRAND ASC:**

- We shall only be responsible for the transit from You to the ASC and back to you.
- In case of PLANS which call for repair by Brand ASCs the Terms of Service shall be as per ASC norms of the Brands.

### **REPAIR BY QUIK-e:**

- The Spare parts used in case of Repair Services provided by Us shall be of Highest Quality parts sourced from Our verified suppliers in India and abroad. All parts will be quality tested to be equivalent to the parts used by the Brands and may include new, used or refurbished parts.
- If repairs require a software upgrade or a high-level (L3/L4) component change We cannot assure that return will be in exactly same state and it is possible that a Handset that was powering on, may become "dead" and for which We shall not have any liability.
- In all cases where spares are not available and the repair delayed, an estimate of the delay will be provided and You will have the option to proceed with the repair or consider other options.

## **DISPATCH/DELIVERY:**

- The second copy of the T&C must be produced at the time of delivery of the Handset after repair otherwise; we reserve the right to refuse delivery of the repaired Handset.
- All handsets are sealed for dispatch under CCTV surveillance.
- Please ensure that the Handset is received in a box sealed with QUIK-e branded tape and is opened in Your presence. In case of any dispute We will provide evidence that the Handset was properly sealed with the right contents.
- You must ensure that the Handset is received in a sealed condition and is opened in Your presence. Repaired Handsets should be tested by You with working original battery and accessories and without additional memory/Apps.

## **EXCLUSIONS**

The following exclusions apply to all QUIK-e PLANs. We shall not be responsible for:

- Repair of Handsets which may be found to be Liquid damaged, damaged by Accident, negligence or unauthorised means, or otherwise previously repaired by an unauthorised person or company. In such cases the Handset will be returned without repair and we will substantiate Our claims with supporting information.
- The quality and time of the services provided by the ASC and Damage caused by them during repair.
- Accessories and cosmetics.
- Breakdown caused by accessories not originally provided by the manufacturer of the Handset.
- Breakdown caused by the use of software other than provided by the original Manufacturer. Examples include "Jail-Breaking" of iPhones / iPads, "Rooting" of Android devices and other similar actions.
- Handsets with removed or altered IMEI numbers
- A Handset fraudulently purchased, or acquired by You.

## HANDLING/STORAGE/DISPOSAL CHARGES

- Handling Charges of Rs 100 shall apply and be payable by You in case the handset is not repairable for reasons of application of exclusions to the Repair Service as defined above.
- If a repaired Handset is used with accessories, or applications or SIM/ Memory which are not original, or are compromised/expired, as a result of which You incorrectly consider the repair as unacceptable, a Handling Charge of Rs 100 will be payable before the Handset is returned to You.
- If a Handset is either not claimed or is not deliverable based on the contact data provided by You, within 60 days, We will be within Our rights to dispose the Handset as We deem fit and You will have no further claim on Us in this regard.

### **OTHER TERMS & CONDITIONS**

- The Handset battery must be submitted with the Handset for testing.
- Accessories such as chargers/headsets must not be submitted with the Handset for repair and we cannot accept any responsibility for them if they are submitted.
- The packing box is included in the retail pack for Your convenience just once. You should retain the Box when you receive a repaired handset just in case you may require it again during the PLAN period.

#### **FREE STANDBY HANDSET**

 Standby Handsets on Free of Cost basis are available on all PLANs on payment of a refundable deposit of Rs 500. You will be responsible to return it in its original condition after You receive Your Handset. If the Handset is lost or damaged the deposit amount will be adjusted against its repair and or replacement cost.

### **COMPLAINTS CHARTER**

In the unlikely event that something does go wrong We seek to address Your concerns expeditiously. If You have a complaint, please call us on our Toll Free Number 1 800 270 4488 or email Us at helpdesk@quik-e.mobi . Upon receipt of Your complaint, We will investigate to see what went wrong so that We can resolve it to Your satisfaction, and to avoid reoccurrence in the future. We undertake to:

- Assign a Tracking number and acknowledge all complaints within one working day.
- Advise You what steps are being taken to resolve the complaint.
- Suggest a solution for your consideration within 2 working days.
- Keep You informed throughout the process.

# **LIMITED LIABILITIES**

- We do not take any responsibility for the Integrity of contacts/ image/ video data in the Handset during the repair process. You MUST back up the data before handing over the Handset for repair.
- We do not accept any liability for delays or quality of repair in case of ASC repairs.
- We will under no circumstances be liable for any special, indirect, incidental or consequential damages resulting from servicing and/or repairing of the Goods, including but not limited to loss of, damage to, or corruption of data; or any costs of recovering, programming, or restoring any program or data stored in the Handset and any failure to maintain the confidentiality of data stored on the Handset.
- In the event any Handset is lost by theft or accident while in Our
  custody, the maximum liability will be limited to compensation with a
  Handset of similar value, specification and age. For this purpose You
  will be required to submit a copy of the original purchase invoice which
  must show the Handset Purchase price and the IMEI number.
- Maximum care will be taken in handling the product, but no claims will be accepted for cosmetic issues like dents, scratches and minor defects.
- If Your battery has reduced capacity or performance, You will be informed and We will not be responsible for the performance of the repaired Handset if You do not replace the battery with a new and original one.
- We shall not be held liable for any damage in the nature of any consequential damage including monetary loss or loss of business as a result of any delay caused by, an act of God, theft, loss, accident, delay in delivery or inability to obtain necessary labour, materials, transportation facilities etc. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. It shall be Our endeavour to keep You informed of such events in advance to minimise the inconvenience that may be caused.

# **LEGAL ACQUISITION**

- We can only accept Handsets which have been acquired by You by bonafide means.
- By signing this T&C and agreeing to accept Our Repair services, You will

- be declaring that You are the legal owner or representative of the owner of the Handset.
- In support of this You may be required to provide ID proof at any time during the period the Handset is with Us. Any ID as accepted for railway ticket booking purposes shall be acceptable. In the event this is not available, You will agree to have a photo and finger prints taken.
- If We receive any written government enquiries, enquiring about Your Handset or requiring it to be handed over, We shall do so forthwith, without reference to You and You shall have no claim on it thereafter, and We shall have no liability either.

#### **CHARGEABLE REPAIRS**

- All repairs which are outside the scope of a PLAN shall be chargeable and for which an estimate will be provided.
- If accepted, these repair charges shall be payable by You against the delivery of the Handset.
- The parts replaced against Chargeable Repairs shall be warranted for a period of 60 days.
- You may choose to adjust the PLAN amount with these extra charges, in which case the PLAN shall be deemed to have been fully utilized and closed.
- This warranty shall cover only the repairs performed by Us. It will not cover Repair Services which may be required or other components that may fail.
- In the event the Handset repair exceeds the initial estimate We shall provide a further estimate.
- If You do not accept the repair estimates, then the Handset will be returned to You without any charge and Your PLAN shall remain unaffected.

## **DISPUTE RESOLUTION**

- Disputes regarding Our Services shall be attempted to be resolved through consultation discussion and good faith. In the event such dispute cannot be resolved within a period of 30 days by way of consultation, such dispute shall be referred for arbitration in accordance with the Arbitration and Conciliation Act, 1996, or any modification or amendment thereof. The arbitration shall be held in Ahmedabad, India. The decision of such arbitration shall be binding and conclusive.
- These terms and conditions shall be governed by and construed in accordance with the laws of India and the exclusive jurisdiction of the courts in Ahmedabad.

I have read and accepted the Terms and Conditions above:				
Your Signature	Date			
Job Number:				

## **QARMATEK SERVICES PVT LTD.**

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