

WARRANTY

TERMS AND CONDITIONS

WARRANTY GUIDELINES

Mikasa Engineered Doors & Frames are produced from carefully selected raw materials from across the world and are precisely manufactured to ensure they are free of defects. Each doorset is meticulously inspected at all stages, before and after the finishing process, to ensure it complies with Mikasa's unwavering standards. We offer a warranty for the period as mentioned in the invoice, against manufacturing defect, depending on the product chosen and also subject to the terms and conditions mentioned herein below.

- 1 The warranty applies to pre-finished, multi-layer and Engineered Doors & Frames of Mikasa only when installed and used in accordance with Mikasa installation, care and maintenance instructions, which is available at our website at www.mikasadoors.com a physical copy of which can be made available on request.
- 2 The warranty shall extend to the original buyer for a period as mentioned in the invoice, against any manufacturing defect from the date of invoice issued by the Company. The Company will remedy the defects for which it is responsible, as specified above, free of charge by repairing the defect or supplying a new product at its sole discretion. If the product sold cannot be manufactured any longer or is no longer in stock, the Company reserves the right to supply another similar product.
- 3 The warranty does not apply in case of lack of or improper maintenance, storage or handling, spot wear, scratches, negligent use, or use contrary to Mikasa installation, care and maintenance instructions, other negligence, damage or special circumstances which can be attributed to the end user.
- 4 The warranty does not apply in case of any damage or defects caused due to accident, fire, flood, earthquake or any other act of God.
- 5 The warranty does not apply in case of issues arising due to the expansion and contraction of the product within acceptable limits, as wood is a natural living product. Though it is only used after careful seasoning yet the hygroscopic tendency of wood cannot be completely curbed.
- 6 Under no circumstances shall the manufacturer be liable in excess of the purchase price of this product, in either tort or contract or otherwise, for any loss, damage or injury in connection with or arising from the purchase, use, or inability to use this product, or for any special, indirect, collateral, incidental, consequential or exemplary damages such as, but not limited to, loss of anticipated profits or other economic loss.

Complaints in respect of faults which are covered by the warranty must be sent to Mikasa dealer/company without delay. Usually within 14 days from the time the fault was first noticed or before expiry of the warranty, whichever is earlier. If a complaint is not made in time, Mikasa warranty obligation lapses. The complaint must be accompanied by the warranty certificate, proof of purchase and a photograph of the damage.

Resolution of Disputes

The end user expressly agrees that all disputes or differences between the parties hereto arising out of or relating to the terms herein shall be referred to Arbitration before a sole Arbitrator to be nominated by the Company. The provisions of the 'Arbitration and Conciliation Act, 1996' as amended from time to time, shall apply to the arbitration between the parties. The award of the Arbitrator shall be final and conclusive and binding upon the parties. The arbitration proceedings shall be conducted in English language and any award shall be rendered in English. The venue of arbitration shall be at New Delhi. The courts of New Delhi and no other shall have exclusive jurisdiction over the matter.