



KOHLER[®]
LIVE
BOLD



Preventive Maintenance Service

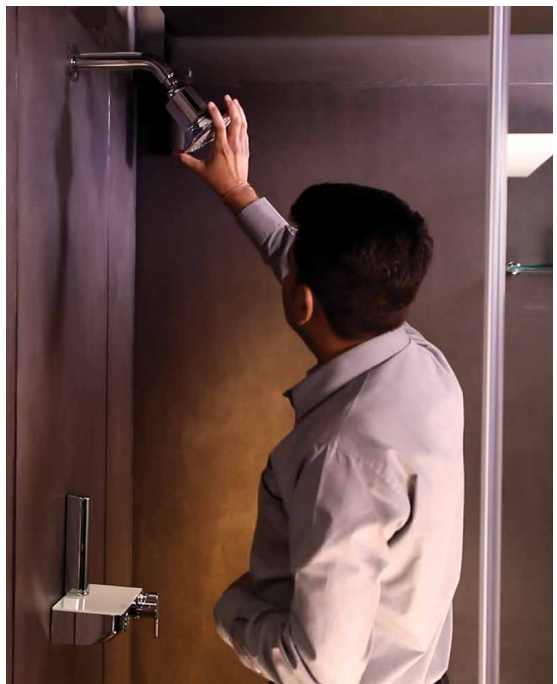
THE BOLD LOOK
OF **KOHLER**[®]

STAY GOOD AS NEW WITH **KOHLER**.®

Stay a step ahead and enhance the lifespan and vitality of your Kohler® products with Kohler® live bold Preventive Maintenance service.

ACCESS A HOST OF UNMATCHED BENEFITS

- Reduce expenses and hassles of maintenance by pre-empting wear and damage early.
- Prolong the performance and longevity of installed products.
- Save substantially with FREE service visits.
- Avoid local service providers who can cause long-term damage to your products.





MENU OF SERVICES



Removal of scaling in the shower and shower panels.



Cleaning of accessories and fittings (externally) for a glowing shine.



Resolving turning difficulty of taps, diverters and similar products.



Cleaning of whirlpool, bathtub drain and other chrome parts.



Cleaning of In-wall tank components.



Servicing of health faucets.



Cleaning of product and chrome surface.



Providing all required functional information and training.



Adjustment of flow and pressure of water for urinal sensor.



Servicing and cleaning of cartridges and aerators.

Premium
Quality Kohler[®]
Cleaning
Solutions



PREVENTIVE MAINTENANCE

Terms and Conditions

These terms and conditions (“Agreement”) govern the Preventive Maintenance Service that Kohler® Authorized Service Provider (“KASP”), as an independent contractor engaged by Kohler® India Corporation Private Limited (Kohler®), will provide to you i.e. customer/end user in respect of Kohler® products owned and/or used by you (“Product”).

SERVICE COVERAGE

Three scheduled visits per year by technician designated by KASP. The technician will:

Open and clean all aerators, internal cartridges, health faucet, flush valve and scaling in shower, shower panels, turn hardness of taps (in case of diverters, full turn and quarter turn Product – if it takes extra force to open and close, technician will resolve), clean the Product, adjust water flow/pressure, flush valve flow adjustment, external polish of Products (where applicable), provide any functional information required, wax polish to Whirlpool body – to prevent scratches and inform and provide recommendations about possible long-term issues that may require additional attention, and of the likely time, material, and costs, if any.

SERVICE TIMINGS

9:30 a.m to 06:30 p.m, Monday to Saturday inclusive, excluding Bank Holidays.

CUSTOMER'S RESPONSIBILITIES

- Booking date and time for the scheduled visit. Actual dates will be mutually agreed.
- To allow the technician access to the Product, and whilst the technician is on the customer's premises, the free of charge use of water or electricity and/or telephone facilities necessary for the performance of any service or other work.
- To make full and timely payments.

PART REPAIR OR REPLACEMENT

- Technician will review status of warranted and non-warranted parts and will only recommend corrective actions. Some issues may be “fixable” on the spot, while others may require a return visit.
- Repair/replacement of any defective/worn out parts will be subject to: (a) original Kohler® warranty terms for the Product (in case of warranted parts); (b) separate terms and conditions (in case of non-warranted parts).

PREVENTIVE MAINTENANCE TARIFF

Type of Bathroom	One Bathroom Installed Product Value	Annual Charges (INR)
Residential Regular	Less than 1.5 Lakhs	4,700/-
Residential Regular 1	Greater than 1.5 Lakhs and Less than 3.0 Lakhs	5,900/-
Residential Regular 2	Greater than 3 Lakhs and less than 5 Lakhs	7,000/-
Residential Premium 1	Greater than 5 Lakhs and less than 7 Lakhs	11,800/-
Residential Premium 2	Greater than 7 Lakhs	18,800/-



Access to only genuine spare parts



3 preventive maintenance in a year



Cleaning with Alkaline based solution



Product performance check



- KASP is not responsible for repairing any damage resulting from or furnishing parts required as a result of causes other than ordinary wear and tear including, without limitation: improper use, unauthorized alteration, modification or substitution of any part; neglect; misuse, including faulty repair or maintenance; accidents; failure of electrical power or events outside the reasonable control, such as, but not limited to, Acts of God. Extra charges apply, if any services are required as a result of these causes.
- KASP disclaims any responsibility for the goods working order of the Product or to perform services under this Agreement, if the customer declines to repair/replace defective or worn parts when advised by the technician to do so.

WARRANTY

KASP warrants that its services under these terms and conditions shall be free of defects in workmanship for thirty (30) days after performance of Services. KASP'S sole liability and customer's sole and exclusive remedy for breach of this warranty will be rectification of the defects.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATIONS

If the KASP is liable to the customer under or in connection with this Agreement, KASP'S liability will

be reduced proportionately to the extent that the customer and/or any other person has contributed to the claim, liability, damage, loss or expense. In no event shall KASP'S liability for loss or damages of any nature exceed the total charges paid for the maintenance services under this Agreement.

FORCE MAJEURE

KASP shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including but not limited to acts of God, acts of government, fire, theft, corrosion, floods, strikes, lockouts, differences with workmen, riots, explosions, delays in transportation, shortage of vehicles, fuel, labour, spare parts, or malicious mischief.

TERMS OF AGREEMENT

Starts on date of invoice-cum-receipt and ends on earlier of one year therefrom/three preventive maintenance calls. If any preventive maintenance service agreement is entered after the expiry, then signing of the contract shall be subject to the physical inspection of the Product by the KASP to ensure that Product is in proper working condition. In case the Product is found defective and/or any repairing/replacement is required, then the same shall be repaired/replaced and the cost of service including the cost of the parts repaired/ replaced shall be borne by the customer only.

The customer shall not transfer this Agreement without KASP'S prior written consent.

This Agreement constitutes the entire Agreement between KASP and the customer with respect to the subject matter hereof and supersedes all prior agreements, negotiations, understandings, representations and warranties, whether written, oral or otherwise, and may not be modified except in writing signed by the parties. This Agreement shall be governed by the laws of India with exclusive jurisdiction of courts at Gurugram, Haryana.

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