

## Warranty

1. The product is warranted against defect in specified material and workmanship under specified normal service conditions for 12 months after being placed in service but not more than 18 months from the date of shipment , provided item is returned free to our works at PUNE.
2. Kaustubha Udyog will be relieved of it's obligation if any arbitrary attempt to rectify has been undertaken by purhcaser / user. This warranty does not cover normal wear and tear or damage due to corrosion or erosion.
3. The foregoing is in lieu of all other expressed and implied warranties (except of title), including those of merchantability and fitness for a particular purpose.
4. Kaustubha Udyog collects data about Ogauges and it's registered owner's email addresses, to help users of Ogauges. Typically this data is used to let registered users know their forgotten passwords, updates to the firmware, updates to the mobile application used to configure Ogauge , and any similar notifications. Actual process data where Ogauges are used is not accessed by Kaustubha Udyog or it's employees/ associates (unless absolutely necessary [but with prior approval]).

The dashboard access given to admins of Ogauges allows them to download process data. It is advisable they download it from time to time. All process data stored in the cloud application and it's backup is the Ogauge owners' responsibility and Kaustubha Udyog cannot be held liable for it's loss or breach of security.

## Limitations of liability

You expressly understand and agree that Kaustubha Udyog shall not be liable to you for:

(a) Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any losses of profit (whether incurred directly or indirectly), any losses of goodwill or business reputation, any losses of data suffered, cost of procurement of substitute goods or services, or other intangible losses;

(b) Any loss or damages which may be incurred by you, including but not limited to losses or damages as a result of:

- (i) Any changes which Kaustubha Udyog may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);
- (ii) The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services;
- (iii) Your failure to provide Kaustubha Udyog with accurate account information;
- (iv) Your failure to keep your password or account details secure and confidential.

(c) You agree that Kaustubha Udyog shall, in no event, be liable for any consequential, incidental, indirect, special, punitive, or other losses or damages whatsoever or for loss of business profits, business interruption, computer failure, loss of business informations, or other losses arising out of or caused by your use of or inability to use the service, even if Kaustubha Udyog has been advised of the possibility of such damage including damages caused by errors, omissions, interruptions, defects, failures of performances, unauthorised use, delay in operation or transmission, line failures, computer viruses, worms, Trojan horses or any other harms.

In no event shall Kaustubha Udyog's entire liability to you in respect of any service whether direct or indirect, exceed the fees paid by you towards such service.

(d) Kaustubha Udyog's liability in respect of defective part is limited to making good by replacement, or repair defects, to be determined by Kaustubha Udyog. This is provided the purchaser has given immediate written notice upon discovery of such defects, but within the time specified above. The replaced / repaired parts will be supplied exworks.

(e) Kaustubha Udyog's liability is limited to making good the part or parts which are defective and excludes any and every other obligation for loss or damage, direct or consequential.

(f) Although Kaustubha Udyog provide application assistance, either through our literature or personally, it is the responsibility of the customer to determine the suitability of the product in the application. Customer's interpretation and implementation of application suggestions and recommendations by Kaustubha Udyog, general or specific, transmitted verbally or in writing, published or unpublished, is strictly at the buyer's own risk.

The limitations on Kaustubha Udyog's liability to you mentioned above shall apply whether or not Kaustubha Udyog has been advised of or should have been aware of the possibility of any such losses arising.

## General Legal Terms

This Agreement shall be governed, interpreted and enforced in accordance with the prevailing Laws of India. Any dispute arising out of or in relation to this Agreement shall be referred to Arbitration by a sole Arbitrator to be decided and appointed with the mutual consent of both the parties. In case of failure of both the parties to arrive on an agreement of appointment of sole arbitrator within one month of arising of any disputes and notice of such disputes is communicated by one party to the other party, such disputes or difference shall be referred to sole Arbitrator to be appointed by Honorable High Court as per the provisions of Arbitration and Conciliation Act 1996. The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996. Each party shall pay and bear its own cost of Arbitration. The Arbitration shall be held in the city of Pune. Any waiver by Parties of a breach by the other Party of any provision of this Agreement shall be limited to the particular breach and shall not operate in any way in respect of any future breach by the other Party, and no delay on the part of any Party to act upon a breach shall be deemed a waiver of that breach.

You and Kaustubha Udyog agree to submit to the exclusive jurisdiction of the courts located within Pune (Maharashtra, INDIA) to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Kaustubha Udyog shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Laws of India will govern all disputes arising out of or relating to these terms, service-specific additional terms, or any related services, regardless of conflict of laws / rules. These disputes will be resolved exclusively in the courts of Pune (Maharashtra, INDIA) and you and Kaustubha Udyog consent to personal jurisdiction in those courts.

We may update these terms and service-specific additional terms (1) to reflect changes in our services or how we do business — for example, when we add new services, features, technologies, pricing, or benefits (or remove old ones) or (2) for legal, regulatory, or security reasons.

If we materially change these terms or service-specific additional terms, we'll provide you with reasonable advance notice and the opportunity to review the changes, except when we launch a new service or feature. If you don't agree to the new terms, you should remove your content and stop using the services. You can also unclaim device to end your relationship with us at any time.

### **PERSONAL INJURY :**

DO NOT USE these products as safety or emergency stop devices, or in any other application where failure of the product could result in personal injury. Failure to comply with these instructions could result in death or serious injury.