



Dr. Wiesner Test & Automation Private Limited

Click on the below links to read.

- [General Terms and Conditions](#)
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General Terms and Conditions

1. These terms and Conditions will apply to the purchase of the goods along with the spare parts detailed in our Invoice (hereinafter referred to as "the Product/s") by the buyer ("you") from Dr. Wiesner Test & Automation Private Limited ("we" or "us" or "our").
2. If our Product is purchased for the purposes of a business or usage in a place that is commercial in nature or is used other than in a residential place, then all of the warranties and remedies are excluded.
3. In purchasing the Products from us you acknowledge that you have not relied upon any statement, promise or other representation about the Products by us other than our brochures and the details containing therein. Descriptions of the Products set out in our sales documentation are intended as a guide only.
4. We can make any changes to the specification of the Products which are required to conform to any applicable safety or other statutory or regulatory requirements.
5. **Warranty**

The following warranties replace all other warranties and liabilities, whether oral, written, (non-mandatory) statutory, contractual, in tort or otherwise, including, without limitation, and where permitted by applicable law, any implied conditions, warranties or other terms as to satisfactory quality of fitness for purpose and of any other warranty obligation on the part of seller.

 - a. **Scope of Warranty**
 - i. We, except as otherwise hereinafter provided, warrants the Product against faulty workmanship or the use of defective materials and that such Products will conform to the written specifications, drawings, and other descriptions for a period set forth in the sub-clause (ii) below.
 - ii. We warrant that at the time of delivery, we have the title to the Product free and clear of any and all liens and encumbrances, subject to you paying the full Purchase Price.
 - iii. We, at our decision, pursuant to its obligations under the Warranty:
 - a. Repair or replace the defective Product or part;
 - b. Pay the cost of repairing the defective product or part at our discretion;
 - c. Refund the purchase price to the purchaser/you

- d. Make appropriate adjustment
- iv. These warranties at iii (a), (b) & (c) above are the only warranties made by us and can be validly amended only by us., via a written instrument signed by one of its authorized officers.
- v. The warranties at iii (a), (b) & (c) above are your sole and exclusive remedy against us and our sole and exclusive liability in respect of defects in the Products shall not exceed the Purchase Price for the Product.
- vi. The Warranty applies only within India and only to the original purchaser.
- b. The Purchaser shall be responsible for and shall meet all charges in respect of making the defective product accessible for repair or replacement
- c. Use of Cleaners: Use of chemicals such as bleach, hair dye, solvents, alcohol, citrus based chemicals, or abrasive cleaners on any part of the Product will void warranty.
- d. **Warranty Period**
The warranty period offered by us will be as specified in your Purchase Order. Unless agreed to otherwise by us, in writing, the Warranty period shall expire 12 months after delivery of the Product.

e. **Notification of a defect**

You shall inform us in writing or in any other method notified by us, of any defect in the Product noticed during the warranty period not later than two weeks from first noticing the same. On receipt of your notice, we or any third party entrusted by us shall rectify the faults. The option to repair or replace any parts shall solely rest with us. You shall not return the Products or any part thereof to us before receiving our confirmation, in writing, to that effect.

You shall inform us within 15 (Fifteen) days on receiving the Product of any defects in the Product. You shall not be entitled to any warranty in the event of your failure to inform us within the stipulated time line.

f. **Exclusion of Warranty**

The Warranty shall not be applicable in any of the following cases:

- i. If the Product is not purchased from us or our authorized Sales Dealers

- ii. If the Product purchased is not installed, maintained or used according to instructions given in the User/Instruction Manual or determined by our personnel
- iii. If the Warranty Card is not filled and mailed back/submitted to us or our Authorized Service Centre within 2 weeks of purchase or not registered with on our website as specified in the User Manual
- iv. The Product is being used for commercial use/purpose or in any place which in our determination can be construed as commercial usage
- v. The site (premises where the Product is kept/used) conditions do not confirm to the recommended operations of the Product/unit
- vi. The original Serial Number is removed, obliterated or altered from the Product
- vii. Defects due to causes beyond control such as lightning abnormal voltage, acts of god or while in transit to the Service Centre or to the Purchaser's residence
- viii. Defects caused by household pets, rats, rodents, insects etc.,
- ix. Any damage to the Product caused due to improper use, due to accident, improper installation or handling, improper care and cleaning, alteration, abuse, misuse, faulty repairs, usage etc, as determined by our personnel.
- x. We shall not be responsible for any defect or damage caused due to any alterations, addition, or repair carried out to the Products by any person not authorized by us to carry out such alterations, addition or repair.
- xi. We shall not be responsible for any defect or damage caused to the Product, directly or indirectly, due to mishandling, misuse of the Product, misconduct or negligence on your part or your agents to operate the Product as recommended by us in the User Manual, a copy of which shall be provided with each unit.
- xii. Parts which deteriorate due to wear and tear, consumables or any such parts not specifically covered under this warranty shall be outside the scope of this warranty.
- xiii. The items not manufactured by us or any of its affiliates/sister concerns will not be covered under the scope of this warranty, unless otherwise specifically mentioned.

6. **Post Warranty Service**

Post warranty service will be made available through Bengaluru and its decentralized service engineers stationed all over India. Our Head Office address is:

Dr. Wiesner Test & Automation Pvt. Ltd (DRWTAPL),
147, 6th Main, 3rd Cross, Industrial Suburb,
2nd Stage, Yeshwanthpur Industrial Layout,
Near Tumkur Road, Bengaluru – 560 022

7. The logo / image/word mark of “Smart Wash” is our Trade Mark and cannot be used or communicated or distributed without our specific and written permission. By virtue of purchasing our Product, you understand and agree that you have no kind of ownership or title or claim over our trade marks either registered or otherwise.

8. To the extent permitted by applicable law, the aggregate liability on us arising under these terms & conditions and/or contract for the purchase of Products shall be limited to the purchase value of the Product or the insurance cover taken by us, if any, to cover the claim/damage which has occurred, whichever is lower.

9. **Products Color**

All Products exhibited on our brochures, website and other sales documentation are on an “as is” and “as available” basis. Images and the color of products are for and by reference only and the actual Product and color may vary from the corresponding image exhibited. We disclaim any liabilities arising out of any discrepancies to this end.

10. **Intellectual Property Rights**

- a. You shall only have the right to use the software, technical know-how, operating instructions, product brochures/data sheet and any other proprietary information supplied. The ownership of such items shall clearly vest and remain with us. You shall not violate breach or infringe the said rights in any manner whatsoever.
- b. You shall indemnify, defend, and hold us as well as our affiliates/Contract Manufacturers harmless against all claims, demands, and expenses, including but not limited to legal fees, arising from our manufacture and supply of the Products to you, whether for breach or damage to any intellectual property rights or other proprietary rights of any third party.

11. **Relationship between the Parties**

It is expressly agreed that all transactions between us shall be on a principal-to-principal basis and that nothing hereunder or in the order shall constitute or be deemed to constitute either party as the agent or employee or hirer or laborer of the other.

12. **Governing Law and Arbitration**

- a. This Agreement shall be governed by the laws of India, and the courts of Bengaluru shall have the jurisdiction to try and disputes arising hereunder.
- b. Any dispute or difference or claim arising out of or in relation to this transaction including construction, validity performance or breach thereof shall, failing amicable settlement be referred to a sole arbitrator under The Arbitration Centre- Karnataka (presently located at Khanija Bhavan, Race Course Road, Bengaluru-560001) and the Rules set out by them and any subsequent amendments thereof for time being in force. Such arbitration shall take place in Bengaluru, and the arbitration proceedings shall be conducted in the English language. Award of arbitration shall be final and binding on parties and shall be enforceable in any court of law.

13. **Legal Construction**

The contract shall be construed and operated as Indian/contract and in conformity with Indian Law. All correspondence & commitments between us and you, to be enforceable at law, shall be in writing.

14. **Notice**

Any notice required or permitted hereunder shall be in writing and shall be deemed duly served upon receipt, when delivered personally or by a delivery service of 72 (seventy-two) hours after being deposited in the mail as certified or registered mail with postage prepaid. Notices shall be addressed to the address provided in the Purchase Order or provided by you in writing.

INVOICE - Standard Terms & Conditions

- The Seller reserves the right to revise the price without any advance, further notice to the Buyer or without assigning any reason therefore
- Goods once sold will not be taken back or exchanged, except at the sole discretion of the Seller.
- Seller is not responsible for any transit damage, loss etc.,
- Our prices are exclusive of the applicable taxes, duties and other charges
- The Terms and Conditions of the sale as defined by the Seller prevails over all other terms which may have been orally or in writing discussed before or agreed between the buyer and Seller.
- The Buyer should check the price, quantity and calculations made in the invoice thoroughly. In case of any discrepancy, the same should immediately be brought to the notice of the department from where the invoicing has been done.
- The delivery of the goods shall be made by the Seller at the address as notified by the Buyer. In event of the change of address, the Buyer shall intimate the same to the Seller before the Goods is dispatched by the Seller. The Buyer shall make all arrangements to take delivery of the goods on the dates informed by the Seller
- Seller warrants that the Product delivered hereunder meets Sellers' specifications on the date of production. Seller makes no other express warranties; there are no implied warranties including without limitation merchantability or fitness for a particular purpose. Any warranties of condition, statutory or otherwise, as to quality of fitness for any purpose is excluded.
- No claims will be recognized unless notified in writing within 7 (seven) days after receipt of goods. The Seller reserves the right to deal with such goods in the best possible manner. The decision of the Seller will be final.
- The Seller will not be responsible for any delay in delivery beyond its own control, but will do its utmost to ensure speedy delivery
- Events of force majeure and, in general, all circumstances which might prevent, reduce or delay manufacture or dispatch shall entitle Seller, as appropriate, to terminate, reduce or suspend performance and Buyer is not entitled to claim

damages during the period of force majeure.

- Failure to make payment on due date will attract overdue interest @24% per annum OR such other rates as may be revised from time to time by the Seller shall be payable for any period of delay. Payments are subject to realization.
- The Seller reserves the right to appropriate/adjust any discount or other sums due to buyer against any dues from the buyer including delayed payment charges
- The Seller shall have lien on the goods delivered/supplied as to the unpaid as the purchase price of the goods and the Seller shall be entitled to exercise the said lien to recover the unpaid purchase price by taking back the goods and shall be entitled to sell the same to some other Buyer and adjust the sum so realized against the unpaid purchase price without prejudice to Seller's other rights and remedies to recover the outstanding dues or other dues
- If any provision of this contract is found by any body of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provisions shall continue in full force and effect.
- This sale for purpose of Legal Jurisdiction shall be deemed to have been concluded **only** at Bengaluru and all disputes shall be governed by the rules and procedure as set out by Karnataka Arbitration Centre at Bengaluru.
- For best results, you may seek assistance of our sales executives. All recommendations are based on in-house tests and information believed to be reliable. The performance of the products are subject to handling and /or manner of use. We shall not be liable for any damage arising out of improper use and /or handling resulting from their use. No representative of ours has any authority to waive or change this provision.
- Any variation in these terms and conditions (including special terms and conditions) shall be inapplicable unless agreed upon in writing by the Seller.

Site Usage Terms and Conditions

Terms of Use

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Definitions

"Agreement" means the terms and conditions as detailed herein including all schedules, appendices, annexures, privacy policy, and will include the references to this agreement as amended, negated, supplemented, varied or replaced from time to time.

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In a credit/debit card transaction, you must use a credit /debit card that is issued in the name of the User. www.smartwash.world will not be liable for any credit/debit card fraud because of the card being used fraudulently. The liability to use a credit/debit card or a net banking transaction fraudulently will be on the User and the onus to 'prove otherwise' shall be exclusively on the User.

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All products are duly screened and assured by the vendors to ensure that the products are of the standard, quality, composition, style or model that they represent and as displayed on www.smartwash.world on behalf of the vendor/merchant/affiliate/merchant. All and any additional information/description, etc. for a product that is displayed/showcased on www.smartwash.world is on behalf of the vendor/merchant/affiliate/manufacturer and is merely indicative and not absolute. www.smartwash.world does not take any responsibility for any incorrect information or error in the display/showcase of such information. Further the colours of the product as shown on our website may vary from the actuals and www.smartwash.world does not take any responsibility for the same nor does it give any assurance regarding the exact match of the pictures to the actual products.

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Pricing

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and payment will be as per the price that is displayed in the shopping cart of the customer which can be inclusive or exclusive of any other charges in terms of the usage of the website.

No liability for payment

While availing any of the payment method/s available on the Website, the Website will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to the User due to:

1. Lack of authorization for any transaction/s, or
2. Exceeding the preset limit mutually agreed by and between the User and relevant banks of the User, or
3. Any payment issues arising out of the transaction, or
4. Illegitimacy of the payment methods (credit/debit card frauds etc.) being used by a User;
5. Decline of transaction for any other reason(s)

Notwithstanding anything contained herein, the Website reserves the right to conduct additional verification for security or other reasons if it is not satisfied with the creditability of the User

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Part of the site contains advertising/other material submitted to www.smartwash.world.com by third parties. Responsibility for ensuring that material submitted for inclusion on the Site complies with applicable International and National law is exclusively on the advertisers and www.smartwash.world will not be responsible for any claim, error, omission or inaccuracy in advertising material. www.smartwash.world reserves the right to omit, suspend or change the position of any advertising material submitted for insertion. Acceptance of advertisements on the Site will be subject to www.smartwash.world terms and conditions which are available on request.

Indemnity

You shall indemnify and hold harmless www.smartwash.world, its subsidiaries, affiliates, third-parties and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of the User Agreement and Terms and Conditions or your violation of any law, rules or regulations or the rights of a third party.

Data Protection

www.smartwash.world may send information and offers of products and services to you from time to time. For further details relating to our policy relating to such offer please refer to our **privacy policy**.

Force Majeure

www.smartwash.world shall have no liability to you for any interruption or delay in access to the Site irrespective of the cause.

Arbitration

If any dispute arises between you and www.smartwash.world during your use of the Website or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the User Agreement and Terms and Conditions the dispute shall be first referred to a sole Arbitrator who shall be an independent and neutral third party identified by www.smartwash.world. The place of arbitration shall be Delhi/New Delhi. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings. The arbitration proceedings shall be in the English language.

Applicable law

This Agreement shall be governed by the laws of India, and the courts of Bengaluru shall have the jurisdiction to try and disputes arising hereunder.

Any dispute or difference or claim arising out of or in relation to this transaction including construction, validity performance or breach thereof shall, failing amicable settlement be referred to a sole arbitrator under The Arbitration Centre- Karnataka (presently located at Khanija Bhavan, Race Course Road, Bengaluru-560001) and the Rules set out by them and any subsequent amendments thereof for time being in force. Such arbitration shall take place in Bengaluru, and the arbitration proceedings shall be conducted in the English language. Award of arbitration shall be final and binding on parties and shall be enforceable in any court of law

Entire Agreement

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. The clauses as above shall survive the termination or expiry of this agreement. This electronic record is generated by a computer system and does not require any physical or digital signatures.

Click to Pay

By clicking on "Click to pay", you acknowledge that you have read and agree to be bound by www.smartwash.world.com's Terms and Conditions and consent to sharing your personal information with its Affiliates and Partners in order to fulfill your order.

Return Policy

You shall inform us in writing or in any other method notified by us, of any defect in the Product noticed during the warranty period not later than two weeks from first noticing the same. On receipt of your notice, we or any third party entrusted by us shall rectify the faults. In the event, we are unable to rectify the faults, which have arisen or is found to be attributable to the inherent defects in the Product and more specifically not attributable to any factors other than the inherent defects, we shall at our sole discretion decide to replace the Product. Upon intimation of such decision, you shall make send the Product in the original box with all documents and accessories that were originally supplied with the Product in an undamaged condition. Upon inspection of the Product along with the accessories, and if found in an undamaged condition or condition that is satisfactory to us, we shall approve of the refund or replacement as the case may be at our sole discretion. You shall not return the Products or any part thereof to us before receiving our confirmation, in writing, to that effect.

In the event after purchase of the Product, you wish to return it, you shall do so within 15 days provided the Product shall be unopened from its original packaging and shall be returned to the address mentioned here: Dr. Wiesner Test & Automation, #147, 6th Main, 3rd Cross, Tumkur Road, Industrial Suburb, 2nd Stage, Yeshwantpur Industrial Layout, Bengaluru, Karnataka 560022 within two weeks at your own cost. Upon inspection of the said Product by us, if it is found to be in an undamaged and untampered state, we shall process your refund within 30 days from the date of confirmation of the inspection. Our decision regarding the condition of the Product upon the inspection shall be final.