

## **B.Alao TotalCover :**

TotalCover is an additional service provided by Business Algorithms P. Ltd over and above the normal warrantee services provided by HP, to cover the loss of accidental damage, accidental fire or forcible burglary of Note book PC.

B.Algo delivers a series of Services to satisfy our customer's needs. In the rigorous world of computing, accidental damage can sometimes occur. TotalCover is an optional service offering for designated **ONLY FOR NOTE BOOKS TRADED BY B.ALGO OR COMPUTER STORE AND SOLD IN VIDARBHA.** in the event of accidental damage. TotalCover also extends it's offering by adding the additional benefit of system loss protection due to theft accompanied by forcible or violent entry.

Total Cover Service is only available with & at the time of the purchase of notebooks on Compaq & HP Note books including Presario, Pavillion, Mini & G Series Unless & other wise explicitly mentioned . Purchase of these note books does not mean that TotalCover facilities / risk coverage, is automatically included unless separately paid for it.

### **Service Overview**

Total Cover give you repairs for any damage that is caused by accidents by replacing the damaged part, provides a system replacement in the event of theft from the office, home or locked vehicle accompanied by forcible or violent entry & fire – all supported by FIR in the relevant police station. This new service completes your IT needs by providing organizations and individuals with protection from the hefty cost of replacing a stolen notebook.

**This is the Service Agreement (this "Agreement"). Under the terms and conditions of this Agreement, for your one-time payment to us of the "Total Cover Price" plus any applicable taxes, B.Algo will provide you with TotalCover Service, as limited in this Agreement, on the Product that you purchased from us. You should read this Agreement in its entirety and review all of the terms and conditions of TotalCover Service.**

### **1. Terms**

This Agreement begins on the date you receive the confirmation from us and expires on the mid night of the date, 365 days from the date of purchase of product covered TotalCover Service is applicable only for Products purchased either purchased directly or the reseller channel and limited to the serial nos traded by us.

**In case, it is observed that the serial No of the product is not traded by B.Algo, B.Algo has any no liability to accept the product under TotalCover.**

### **2. Repair and/or Replacement Service.**

During the term of this Agreement and subject to the limitations in this Agreement, we will repair the Product as necessary to correct any damage to the Product, which occurs by accident, during the usual and customary usage of the Product. Below are some examples of how we will repair or replace the Product under TotalCover.

- |   |                             |
|---|-----------------------------|
| • Liquid spilled on or in unit          | - Repaired or unit replaced |
| • Drops, falls and other similar impact | - Repaired or unit replaced |
| • Damaged or broken LCD                 | - Repaired                  |
| • Accidental breakage                   | - Repaired or unit replaced |

If we repair your Product, you understand and agree that we may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. At our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Product. However, B.Algo is the only party obligated to provide service under this Agreement. If we decide that it is necessary to replace the Product rather than repair it, you will receive a Product equivalent to the Product you originally purchased from us, as determined by us in our sole and reasonable discretion. To receive repair or replacement of a Product, you must return the damaged Product to us in its entirety. You shall be responsible for payment of any damaged Product which is not returned to us.

Your purchase of TotalCover Service and the terms of this Agreement does not cover peripheral devices, such as docking stations, external modems, external speakers, game devices, carrying cases, secondary monitors, external mouse on notebooks, external keyboard on notebooks, External Hard Disks on notebooks, Pen Drives on notebooks, External Web Cam used for video conferencing, Routers attached to notebooks and other computer components not internal to the Product.

In case of total loss (which can not be made good by way of repairs) the claim amount will be paid to the customer directly by our insurance company as per the standard norms.

In case of Theft/Burglary, intimation to Police authority must be given within 48 hours. Such claims will be settled as per norms and after submission of duly executed letter of Subrogation & Indemnity Bond in Insurers favor.

**This Agreement is for hardware only.** TotalCover Service does not cover any damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Product.

### 3. EXCLUSIONS:

Damage caused by natural disasters, animals, pets, pests, intentional acts, fire, or theft, is not covered under TotalCover . Some examples of damage that would not be covered are:

- Damage by acts of God (flood, rain, typhoon, lightning)
- Damage by any animal, including pets (cats, dogs) or pests (termites, rats)
- Intentional damage (e.g. having hammer marks)
- Stolen unit
- Serial No missing or damaged or tampered
- Ordinary wear & tear or cosmetic damage which does not affect the functionality of the equipments.
- Intentional Act or Willful Negligence
- Theft of equipments which are left unattended not accompanied by forcible and violent entry.
- Theft in which his family members, office members, friends or associates are involved.
- Fraud or dishonest act of the claimant or his family members.
- Consequential Losses.
- Loss or damage which are covered under HP's Normal Warrantee Policy.
- Equipments which are hired for commercial purpose.
- Theft from public areas, whether or not there is evidence of forcible and violent entry, including but not limited to Hotel rooms and lobbies, Restaurants, Lockers, Bars.
- Loss of any kind whilst the Product is in-transit including but not limited to during the course of carriage as checked-in luggage or via postal, courier service.
- Any note book attempted repairs / opening by any un authorised party.
- Damage or loss occasioned by or happening through:
  - Recovery or repossession of the Product for any reason whatsoever;
  - Fraud or dishonest acts on your part or on the part of any of your employees acting alone or in collusion with any other person or persons.
  - Unexplained inventory shortage or disappearance resulting from clerical or accounting errors, or delivery of materials to or from you.
  - Consequential loss of any kind.

### 5. Customer's Responsibilities:

All claims must be lodged in writing with

Business Algorithms P. Ltd  
South East Park Corner, Abhyankar Road,  
Dhantoli, Nagpur 440012  
Mail : [service@balgo.com](mailto:service@balgo.com) Fax : 0712-2457563

not later than 3 days. In case of theft/burglary, intimation to police authority is must within 48 Hrs and copy of a police report and, a copy of the report must be provided to us, together with color photographs showing the point of forcible and violent entry e.g. broken door, lock, window with another photo showing the address of building, house, office or vehicle plate broken into. A detail police report would be required stating the events of how the entry was gained into the building, house or office in cases where a color photo is insufficient to show the point of forcible or violent entry.

On the event of any damage which might give rise to a claim under this Agreement you shall:

- Notify us as soon as possible;
- Take all reasonable steps to minimize the extent of any damage;
- Preserve damaged parts and make them available for inspection by us or any party appointed by us.
- Provide all information and documentary evidence with respect to the claim as we may reasonably require.

Upon notification of a claim being given, you must give us an opportunity to inspect the loss or damage before any repairs or alternations are effected. If there is no inspection carried out by us within seven (7) days having regard to the location of the risk, weather conditions and or any relevant factors, we may NOT proceed with such repairs or replacement.

The product will be repaired at the address mentioned above only and it will be customers responsibility to deliver the same to the mentioned address & have it collected after repairs.

### 6. Important Additional Information

When you call us, a our technical support will ask for the Sr No of the unit located on your Product. Once the technical support has verified your purchase of TotalCover Service, he or she will ask you a series of questions to assess the extent and cause of damage to the Product. You must cooperate with the technical support to ensure that the Product is properly serviced.

#### **7. Limitations of TotalCover Service.**

This Agreement does not cover and we are not obligated to repair or replace:

- Any Notebooks located outside of the India.
- Any damage to the Product that is cosmetic only or otherwise does not affect Product functionality. Under this Agreement, we are not obligated to repair wear and tear on the Product and other superficial items, such as scratches and dents that do not materially impair your use of the Product.
- Any Product that anyone other than HP's authorized service center has tried to repair. Any repair or attempted repair on the Product covered by this Agreement by any party other than us or someone we designate will be void and cancel this Agreement. We will not reimburse you for any repairs that you or another person make or attempt to make to the Product.
- There will be a maximum of one (1) whole unit replacement allowed per contract year, at B.Algo's discretion, over the contract period.
- Any Product that is damaged by fire from an external source or that is intentionally damaged or damage caused by any animal, including pets (cats, dogs) or pests (termites, rats). If we find evidence of intentional damage, we are not obligated to repair or replace the Product.
- Any recovery or transfer of data stored on the Product. **You are solely responsible for all data stored on the Product.** We do not provide you any data recovery services under this Agreement. Neither will we be responsible for any confidential data on the damaged unit, which must be returned to us at all times.

However, if hard drive replacement is necessary, we will reload, at no charge to you, the then-current version of major application and operating system software you originally purchased from us, including any installed custom factory integration applications. We do not, however, represent or warrant and this Agreement does not obligate us to ensure that any installed custom factory integration will be compatible with the replacement

- Any damages arising from acts of God or natural disasters.

#### **8. Limitation of Liability.**

**NEITHER B.ALGO NOR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO YOU, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE PRODUCT, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE PRODUCT NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO PRODUCT FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT.**

**EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. YOU AGREE AND UNDERSTAND THAT WE WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE RUPEE AMOUNT PAID BY YOU FOR THE PURCHASE OF THE PRODUCT COVERED BY THIS AGREEMENT.**

#### **9. Transferability:**

Total Cover is non transferable & will not be available to the subsequent buyer of the product.

**10. Entire Agreement.** This Agreement is the entire Agreement between you and us with respect to its subject matter and none of our employees or agents may orally vary the terms and conditions of this Agreement.

#### **11. Precautions to prevent loss and/or damage**

You shall at your own expense take all reasonable precautions to prevent loss and/or damage and to comply with statutory requirements and manufacturers recommendations relating to the safeguarding and operation of the Product.

#### **12. Fraud**

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by you or anyone acting on your behalf to obtain any benefits under this agreement or if any loss be occasioned by your willful act or your connivance, We, without prejudice to any other rights B.Algo may have under this agreement, is entitled to refuse the claim.

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