

TERMS & CONDITIONS

XOLO international Limited ("XOLO") offers a Unique Money Back offer to its customers. Under this offer a Customer who purchases the selected model of XOLO Handset, can return the handsets within 30 days of its Purchase and take refund against the same. The refund amount shall be decided by XOLO at its sole discretion*. For more details on model list and refund amount against each model please login to www.xolo.in

The CRP(Customer return price for Xolo Era 4X is 4000 and Xolo Era 4X 2GB is 5000

1. In case the Customer wants to return the handset under this offer, he/ she shall contact the nearest Authorised Service Centre of XOLO and get the refund on the spot through cheque given by the ASP. Any expenses that may be incurred upon by Customer for submitting the handset to the Authorized Service Centre shall be borne solely by the Customer. For availing refund under this offer, the Customer shall be liable to submit the below documents:-
 - a) Valid Government ID Proof (Aadhar/Driving license, Election card, PAN Card)
 - b) Cancelled cheque or /Pass book of the bank account where in the amount needs to be remitted.
 - c) Valid Invoice of purchase
 - d) Original Handsets along with all accessories and package boxes.
 - e) For availing the refund from company under this offer, the ASP needs to submit the job sheet and scanned copy of the cheque given to the customer with amount written clearly.
2. XOLO reserves its right to verify the documents submitted by the Customer and the amount shall be refunded only on successful verification of the documents. In case of any discrepancies in the documents, the Claim of the customer shall stand rejected and the customer shall not be entitled to make any claim against XOLO or its Service Centre.
3. Refund amount is calculated on fair market value including amount adjusted towards a nominal processing fee
4. Subject to successful verification of the documents, the amount will be directly refunded in the accounts of Customer within 15 days of registration of Service Request by Customer for refund of the amount under this offer. The amount shall be refunded in the accounts of Customer as per the details provided by him. XOLO shall not be responsible in case of incorrect accounts details are provided by Customer.

5. The amount will be refunded directly in ASP account within 3 days of uploading the cheque and job sheet.
6. On successful refund of the amount under this Offer, the handsets, accessories, board, equipment, submitted by Customer at the service Centre of XOLO shall become property of XOLO and Customer shall not be entitled to claim any rights upon the same.
7. The Customer shall not be entitled to avail this offer in any of the following conditions:
 - a) **In case a customer doesn't have online portal's invoice**
 - b) The product's IMEI / serial number have been removed, defaced/ or altered or not matching between the unit and the Warranty Card and Invoice / Cash Memo.
 - c) All XOLO original accessories along with the original gift box are not available.
 - d) The product has been subject to use in a manner not according to instructions given in the User / Instruction Manual, mishandled, misused, improper storage, exposure to moisture / dampness, temperature or other such environmental conditions, unauthorized modifications, unauthorized repair including but not limited to the use of unauthorized spare parts in repairs, Acts of God, spill of foods or liquids, maladjustments to Consumer controls or other acts which are beyond the resource / controls of the Company, and defects that arise not due to normal wear and tear of the product.
 - e) The product has been updated with software which was not supplied or authorized by Company.
 - f) The product has been used with or connected to an incompatible/ duplicate accessory (i) Not supplied by XOLO or its affiliates, (ii) Not fit for use with the product or (iii) Used otherwise than in manner intended.
 - g) Performance variations arising due to passage of time, sustained usage and climatic conditions. Any extraneous particle entering the product or damaging its physical property like water, dust, soil, burn or extreme temperature.
8. The Customer on his / her own has to ensure the back-up of the user configuration, user data, settings, 3rd party software / add-ins etc. installed by the Customer. XOLO or its Service Centre shall not be liable for providing/ recovering any lost data of the customer.
9. The Offer is open and valid for all the Customers, permanently residing in India, and above the age of 18 years as on the start date of this offer.

10. The terms and conditions of this Offer are subject to change, at the absolute discretion of XOLO.
11. Customer shall ensure that all documents submitted to Authorized Service center are true and accurate. Any liability, consequence or claim arising on account of any incorrect document provided by the customer shall solely be borne by the affected end customer.
12. ASP shall ensure that the cheque submitted is correctly scanned and accurate. Any incorrect activity or false claim by ASP will lead to strict punishable treatment.
13. Customers are advised to check the details of nearest service center on <http://www.Lavamobiles.com/support>.
14. Product warranty shall be regulated by the terms and conditions mentioned on the warranty card of respective products.
15. This Offer cannot be combined with any other offer (apart from applicable warranty policy) that may be available or introduced by XOLO.
16. By participating in this Offer, all eligible customers agree to be bound by these Terms and Conditions including any modifications, alterations or updates that may be made by XOLO. XOLO shall not be liable or responsible to the customer in for any indirect or consequential loss or damage.
17. XOLO reserves the right to amend, modify, cancel, update or withdraw this Offer at any time without notice. Upon such premature suspension, inconvenience, cessation, withdrawal, termination or closure of the Offer, no person shall be entitled to claim loss of any kind whatsoever.
18. XOLO reserves the right, in its sole discretion, to disqualify any customer that tampers or attempts to tamper with the deals/ offers or violates these Terms and Conditions or acts in a disruptive manner.
19. If XOLO has suspicion or knowledge, that any customer has been involved in any fraudulent or illegal activity directly or indirectly and/or is using the product for illegal purposes, then XOLO reserves the right to disqualify that customer.
20. XOLO shall not be liable for any loss or damage due to Act of God, Governmental actions, force majeure circumstances, or any other reason beyond its control, and shall not be liable to pay any monetary compensation or otherwise for the same.

21. Customer hereby agree to indemnify and keep XOLO harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorneys fee) that may be suffered by XOLO as a consequence of (i) violation of terms of this Policy; (ii) violation of applicable laws; (iii) any action or inaction resulting in willful misconduct or negligence on the part of Customer.
22. XOLO does not hereby warrant that the XOLO's call center will run concurrently and error free during and/or after the Offer and XOLO shall not be directly liable for issues related to technical and/or human error whatsoever. However, XOLO shall work towards the best interest of the customer.
23. This Offer is subject to the laws of India and all disputes arising hereunder shall be subject to the jurisdiction of courts, tribunals or any other applicable forum at Delhi only.
24. For any queries and details kindly call our consumer care at toll free number 18605005001