

## THE MODERN LIVING

### Products and Services

I. ION EXCHANGE (INDIA) LIMITED offers the following:

1. An exchange of the goods
2. Full refund

Exchange and full refund are available for all products for products as per these Terms and Conditions.

II. A call with the technician can be arranged if requested by the customer in case the customer wishes.

### III. Cancellation & Return policy

The order placed may be cancelled within 15 days from the date of Order confirmation under following condition:

**a. When cancellation is *before* dispatch**

- 1) A product or service can be cancelled by sending an email to [contactus@themodernliving.com](mailto:contactus@themodernliving.com) using the email address entered by the customer during the process of ordering.
- 2) The amount in this nature of cancellation will be returned in full to the source within 15 working days of cancellation acceptance.
- 3) A Handling Charges of INR. 5000 per product or 2% (whichever is higher) will be charged where product is cancelled after dispatch.

*Note: If a user is trying to cancel the order in this state of delivery, requires to alert the user with appropriate message and hold the user till delivery is complete.*

**c. When cancellation is *after* delivery.**

- 1) A product or service can be cancelled by sending an email to [contactus@themodernliving.com](mailto:contactus@themodernliving.com) using the email address entered by the customer during the process of ordering.

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- 2) The product should be an unopened/sealed box in the condition that it was delivered.
- 3) The amount in this nature of cancellation will be returned in full to the source within 15 working days from the date of receiving the product at the company warehouse.
- 4) A restocking fee of INR. 25,000 per product or 10% (whichever is higher) will be charged where a product is cancelled after delivery.

### IV. General Returns Policy

- a) Customers may return eligible items within the specified return period if the customer received them in a state that is physically damaged, is missing key components or accessories, is faulty, or otherwise differs from their description on the product detail page.
- b) If the customer encounters any problem with the product, Company may arrange for a technician to visit the product; depending on the technician's evaluation report, the Company may take actions as may be deemed necessary.
- c) The company will only handle returns if:
  - i) Product was not damaged while in customer's possession.
  - ii) Product is identical to what was supplied to the customer; and
  - iii) The product is returned in its original condition (with brand's/box, manufacturer's MRP tag intact, user manual, warranty card, accessories, and all attachments).

### V. Terms of Warranty

Please preserve this warranty card and ensure that this is duly stamped and signed by the Company Official /Authorized Dealer/ Authorized Retailer of Ion Exchange (India) Limited. TML HydroACE is warranted throughout India only by Ion Exchange (India) Limited (herein referred to as the company) as per the conditions printed herein, Terms & Conditions of warranty, we hereby warrant that the unit/ equipment shall be free from detective material and faulty workmanship, subject to the following clauses:

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- Our liability in respect of any defect or failure of any equipment supplied by us or any loss, injury or damage attributable thereto is limited to making good by way of replacement or rectification, defects which show up under proper use, provided the equipment is operated and maintained strictly in accordance with our instructions and arise entirely from proven faulty design, material or workmanship, within a period of 12 months from the date of commissioning of equipment. At the end of this period all our liabilities will cease under this warranty.
- We reserve the right to replace spares or conduct repairs that are required at site. In case of replacement, buyer shall return the replaced part/ component to us immediately on repair completion.
- The warranty period on the replaced / repaired part will be limited to the remaining, unexpired portion of the total warranty period. Electrical components are covered under this warranty.
- When equipment is ready to be dispatched but cannot be dispatched due to reasons attributable to the buyers, the warranty period will be 18 months from the date of readiness for dispatch as notified by us in writing.
- No other party or agency may carry out replacements or repairs unless authorized by us in writing.
- If a part/components are to be replaced or repaired under this warranty, there will be no charge for the replacement. However, the travel and conveyance as well as boarding & lodging expenses incurred by our representative reputed for his work will be charged to the buyer at actual.
- This warranty does not cover replacement / repairs required as a result of normal wear & tear, accidents or damages/ defects caused by misuse / mal operation of the equipment by the buyer.
- Ion Exchange (India) Limited shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, laws, proclamations, edicts, ordinances or regulations, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights to the party so excused shall be extended on a day to- day basis for the time period equal to the period of such excusable interruption.

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- This warranty is void if: -
  - a. The unit/equipment is put to wrong use/application.
  - b. The unit/ equipment installed /commissioned by any person/agency not authorized by us.
  - c. The unit is not installed / operated / maintained as per instructions given in our user manual and /or those given by our authorized representative.
  - d. The agreed / contract price and installation charges, if any, has to be paid to us/ our dealer/ our retailer.

### VI. Miscellaneous

- a) Product misuse-related damages are not covered by the warranty such as consumables that have been utilised, products whose serial numbers have been tampered with or are missing, etc.
- b) The terms 'damage' and 'defect' are specified in the manufacturer's warranty.
- c) The product must be returned with its original packing and accessories in the condition received.
- d) Replacement may consist of the entire product or its component(s), subject to availability. The company will have the sole discretion in this regard.

For detailed terms and conditions, please visit Website [The Modern Living](#)

For any queries, [Contact Us](#)