

Commercial Contract

WARRANTY AGREEMENT



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

www.smeda.org.pk

HEAD OFFICE

4th Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road,
Lahore

Tel: (92 42) 111 111 456, Fax: (92 42) 36304926-7
helpdesk@smeda.org.pk

REGIONAL OFFICE PUNJAB	REGIONAL OFFICE SINDH	REGIONAL OFFICE KPK	REGIONAL OFFICE BALOCHISTAN
3 rd Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Tel: (042) 111-111-456 Fax: (042) 36304926-7 helpdesk.punjab@smeda.org.pk	5 TH Floor, Bahria Complex II, M.T. Khan Road, Karachi. Tel: (021) 111-111-456 Fax: (021) 5610572 helpdesk-khi@smeda.org.pk	Ground Floor State Life Building The Mall, Peshawar. Tel: (091) 9213046-47 Fax: (091) 286908 helpdesk-pew@smeda.org.pk	Bungalow No. 15-A Chaman Housing Scheme Airport Road, Quetta. Tel: (081) 831623, 831702 Fax: (081) 831922 helpdesk-qta@smeda.org.pk

January 2013

Warranty Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to manufacturing. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

Warranty Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

B7. WARRANTY AGREEMENT

Subject to the provisions described below, this product by [insert name of the Business] (hereinafter referred to as the "Manufacturer") is protected against defects in material and workmanship for [insert number] years (hereinafter referred to as the "Warranted Period").

Should a product fail to perform its functions within the Warranted Period, the Manufacturer shall replace or repair, in the sole discretion of the Manufacturer, the product with a similar or functionally equivalent product, free of charge provided that the Customer:

1. return the failed product to the Manufacturer with shipping charge prepaid; and
2. provide the Manufacturer with proof of the original date of purchase.

Repaired or replacement products shall be returned to the Customer with shipping charges prepaid.

The replacement products may be refurbished or contain refurbished materials. If the Manufacturer, by its sole determination, is unable to repair or replace the defective product, it will refund the depreciated purchase price of the product to the Customer.

This warranty does not apply if, in the judgment of the Manufacturer, the product fails due to damage from shipment, handling, storage, accident, abuse or misuse, or if it has been used or maintained in a manner not conforming to product manual instructions, has been modified in any way, or has had any serial number removed or defaced.

Repair of the Product by anyone other than the Manufacturer, or an approved agent, shall void this Warranty Agreement.

The maximum liability of the Manufacturer under this Warranty Agreement is limited to the purchase price of the product covered in the Warranty Agreement.

Except as specifically provided in this Warranty Agreement or as required by law, the warranties and remedies stated above are exclusive and in lieu of all others, oral or written, express or implied, available to the Customer. Any and all other warranties, including implied warranties of merchantability, fitness for a particular

Warranty Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

purpose and non-infringement of third party rights are expressly excluded. Manufacturer shall not, under any circumstances, be liable to any person for any special, incidental, indirect, or consequential damages, including, without limitation, damages resulting from use or malfunction of the product, loss of profits or revenues, or cost of replacement goods, even if the Manufacturer has informed the Customer in advance of the possibility of such damages.