

## Ultraviolette Sale Terms and Conditions

These Sale Terms and Conditions (“Sale Terms”) are apply to the products or services available for sale on or through the **Ultraviolette Automotive Private Limited** (herein after called “Ultraviolette” or “UV”, or “we” or “us” or “the Company”) website i.e. <https://www.ultraviolette.com/> (herein after referred as “Site”) or mobile application or any other medium used by Ultraviolette (collectively referred as “Platform”).

When we refer to “you” and “your” in these Sale Terms, we are referring to you as a user of the Platform and/or a purchaser of our products.

In addition to these Sale Terms, your purchase of products or services from, and other use of, the Platform is governed by the policies posted on or made available through the Platform (referred to collectively as our “Policies”), including our Privacy Policy, available here <https://www.ultraviolette.com/legal/privacy-policy>.

### A. Acceptance of Sale Terms

By using the Platform and/or placing any order for any Vehicle, parts, accessories, or other products (“Products”) through the Platform, you agree to be bound by these Sale Terms, which form a binding contract between you and us. **IF YOU DO NOT AGREE TO THESE SALE TERMS, YOU SHOULD NOT PLACE ANY ORDERS THROUGH THE PLATFORM.**

### B. Eligibility

By agreeing to these Sale Terms, you represent and warrant to us that you are at least 18 years of age and a resident of India.

If you are Booking a Vehicle on behalf of a company, organization or entity (an “Entity”) located in India, you represent and warrant that you have the authority to bind that Entity to these Terms and such Entity agrees to be bound by these Terms.

### C. Assumption Of All Risks

**WARNING:** Riding an electric motorcycle off road or on road involves risks and dangers of serious bodily injury including disability, paralysis, dismemberment and death. These inherent risks and dangers may be caused by a rider’s own actions or inactions, the actions or inactions of others, the condition in which the riding activity takes place, or the negligence of others. There may be additional risks, including social and economic loss, either known or unknown to you, not readily foreseeable.

When you purchase or use any Product, you expressly and voluntarily assume all risks of any nature for any death, injury, or damages to yourself others, your property or the property of others, which may in any way, whether foreseeable or not, arise out of your use of that Product, including any risks arising out of or relating to (a) the condition of or safety of any roadways, premises, or property on which your electric motorcycle is operated; (b) the use of, failure to use, or absence of any safety devices or safeguards; and (c) the conditions and circumstances under which the electric motorcycle is used.

### D. No Obligation

1. When you place an order, you are committing to purchase the requested Products from the Platform. Once an order is placed, it is subject to our acceptance. We may refuse orders, at any time after receipt of your order, or any part of any order, for any reason without any liability to you . Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order. We may require additional verifications or information before accepting any order. If your Order is declined, you will be notified, and your payment will be refunded.
2. By placing an order with Us, you consent to receive email from Us regarding your order. You can always contact us at [info@ultraviolette.com](mailto:info@ultraviolette.com) if you have any questions concerning your order.

### E. Vehicle Specifications, Configuration, And Features

You understand that the Vehicle specifications, at the time of your Order, are subject to change at any time with prior intimation to you. By agreeing to these Terms, you represent and warrant to us that you understand that the Vehicle configuration may change prior to the delivery of vehicle with prior intimation to you.

If any Product description or other content on the Platform contains incorrect information, or if any Product is listed at an incorrect price, whether due to typographical errors or error in pricing information, we have the

right to refuse or cancel any orders placed for all Products listed at the incorrect price. We will have this right to refuse or cancel any such orders whether or not the order has been confirmed and payment received through your credit card or through any mode. If your credit card has already been charged for the purchase and your order is cancelled, We will issue a credit to your credit card account in the amount of the incorrect price, usually within 3 business days.

Reference to any Product on our Platform does not imply or guarantee that it will be available at the time you place an order. Specific Products are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue offering certain Products, all for any reason whatsoever and with no liability to you or any third party.

#### **F. Your Account**

If you become a registered account holder on the Platform, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or mobile or any other device, etc., and you agree to accept responsibility for all activities that occur under your account or password. UV will use your personal information in accordance with these Sale Terms and the Privacy Policy (<https://www.ultraviolette.com/legal/privacy-policy>). UV reserves the right to refuse service, terminate accounts and remove or edit content in UV's sole discretion.

#### **G. Payments**

Payments can be made by credit card or any other mode/method of payment specified at checkout on the Site. We do not accept cheques, drafts, or money orders for orders submitted through the Site.

By providing your credit card or other acceptable payment method to us, you are representing and warranting that you are authorized to use that payment method, and that you authorize us (or our third-party payment processor) to charge that payment method for the total amount of your purchase, including all taxes and delivery charges.

If at any time your payment method cannot be verified, is invalid, or is otherwise not accepted, we may suspend completion of your order until we are able to resolve the issue to our satisfaction. You will bear all costs associated with any disputed credit card charge which results in an action from our merchant account provider.

#### **H. Delivery**

Delivery dates are approximate and are dependent upon (1) receipt of all your information necessary to process the order, (2) your compliance with all of the payment terms, and (3) your compliance with any terms, obligations, covenant or condition of these Terms and Conditions.

#### **I. Cancellation/Refund**

1. You may cancel your Order at any time, before making the full payment, by sending an email to [info@ultraviolette.com](mailto:info@ultraviolette.com) from the email ID that you used while ordering the product. You will receive your refund within 30 business days with reasonable deduction.
2. UV reserves the right to cancel your Order at any time for non-availability of the product or non-payment of the full amount or any other reason as UV may deem fit and will issue a full refund of amount with certain deductions as decided by UV to the banking account details address on your file.

#### **J. Carbon Credit**

By agreeing to these Sale Terms, You hereby agree that all the carbon credits generated during the motorcycle's production and Usage of the motorcycle shall belong to the UV.

#### **K. Limitation Of Liability**

1. No Consequential or Indirect Damages: Except as otherwise provided by applicable law, in no event shall UV or any of its affiliates, and their respective officers, employees, licensors and partners be liable to you or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages arising out of, relating to, or in connection with this agreement, regardless of (a) whether such damages were foreseeable; (b) whether or not a proposed defendant was advised of the possibility of such damages; and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.
2. Maximum liability: Except as otherwise provided by applicable law, in no event shall UV or any of its affiliates, or their respective officers, employees, licensors, and partners aggregate liability arising out of

or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts you paid to UV pursuant to this agreement.

#### **L. Privacy Policy**

The data, UV and/or its affiliates collect from you or about Your Selected Vehicle will be used in accordance with our Privacy Policy, each of which is incorporated herein by reference and made available on our website <https://www.ultraviolette.com/legal/privacy-policy>. Please read our Privacy Policy and General Terms carefully to understand the data that we collect and our practices regarding your information and how it will be treated. If you have questions regarding our Privacy Policy or General Terms, you should contact us by email at [info@ultraviolette.com](mailto:info@ultraviolette.com).

#### **M. Force Majeure**

The obligations of you and UV under this Agreement (other than your payment obligations) will be suspended to the extent that such party is wholly or partially precluded from complying with its obligations under this Agreement by force majeure. Force majeure includes, but is not restricted to, fire, storm, flood, earthquake, explosion, accident, act of the public enemy, war, rebellion, insurrection, sabotage, outbreak, epidemic, public health emergency, quarantine restriction, labour dispute, labour shortage, transportation embargo or failure, curtailment or delay in transportation, act of God, act (including laws, regulations, orders, advisories, disapprovals or failure to approve) of any government or public health agency or authority, whether national, state-wide, municipal, or otherwise, or any other event or circumstance beyond such party's control.

#### **N. Vehicle Warranty**

UV warrants that each vehicle sold shall be free from any defects in material and workmanship, under normal use and maintenance, subject to the limitations of this warranty policy.

This motorcycle is the product of UV's use of proven engineering, exhaustive testing, and continuous striving for superior reliability, safety, and performance. However, motorcycles are often used in hostile environmental conditions and in these circumstances, the UV authorised centre can provide further information and advice if required. Ultimately the appearance of your machine will very much depend on the care it receives.

##### **1. Warrantor:**

Ultraviolette Automotive Private Limited and authorized centres.

##### **2. Types Of Warranty And Warranty Periods:**

The term of the warranty shall commence from the date of sale of the new vehicle to the purchaser. Warranty on each model shall be applicable as mentioned below:

##### **2.1 Vehicle Standard Warranty-**

Subject to separate coverage for certain parts and the exclusions and limitations described in Clause 5 below, all new UV motorcycles are covered for 3 years (36 months) or 30,000 Kilometres ("KMs") warranty, whichever comes earlier. The warranty will commence from the date of sale.

##### **2.2 Battery and Drivetrain Warranty**

The battery, like all lithium-ion batteries, will experience gradual energy or power loss with time and use. Loss of battery energy or power over time or due to or resulting from battery usage is NOT covered under this Battery and Drivetrain Warranty, except to the extent specified in this Battery and Drivetrain Warranty. Kindly refer owner's manual, UV companion Mobile App or other UV literature delivered with the motorcycle for important information on how to maximize the life and capacity of the battery, failure to follow the recommended battery maintenance and charging procedures shall void this Battery and Drivetrain Warranty. The warranty will commence from the date of sale.

Your vehicle updates its software wirelessly. These software updates constantly provide new features and improvements for your vehicle, including updates to protect and improve battery longevity.

This Battery and Drivetrain Warranty does not cover any performance changes that may occur due to software updates.

### **2.1.1 UVCARE**

Subject to separate coverage for certain parts and the terms and conditions, the exclusions and limitations described in Clause 5 below, the UVCARE covers the repair or replacement necessary to correct defects in the materials or workmanship of battery and drivetrain manufactured or supplied by UV that occur under normal use for a period of 3 years from the date of purchase of vehicle or 60,000 km whichever comes earlier. We repair or replace the battery if the storage capacity is less than 70% of the published nominal capacity, as measured by UV.

### **2.1.2 UVCARE+**

Subject to separate coverage for certain parts and the terms and conditions, the exclusions and limitations described in Clause 5 below, the UVCARE+ covers the repair or replacement necessary to correct defects in the materials or workmanship of battery and drivetrain manufactured or supplied by UV that occur under normal use for a period of 5 years from the date of purchase of vehicle or 1,00,000 km whichever comes earlier. We repair or replace the battery if the storage capacity is less than 70% of the published nominal capacity, as measured by UV.

The UVCARE+ warranty is included as standard with certain versions of the Vehicle. For others, the UVCARE+ warranty may be purchased within 18 months from the purchase date, subject to approval by UV and in accordance with UV pricing framework. The pricing framework for this warranty option shall be established by UV and may be subject to variation depending on the particulars of the warranty claim. UV reserves the right to amend the terms of this warranty without prior notice.

### **2.1.3 UVCARE MAX**

Subject to separate coverage for certain parts and the terms and conditions, the exclusions and limitations described in Clause 5 below, the UVCARE MAX covers the repair or replacement necessary to correct defects in the materials or workmanship of battery and drivetrain manufactured or supplied by UV that occur under normal use for a period of 8 years from the date of purchase of vehicle or 8,00,000 km whichever comes earlier. We repair or replace the battery if the storage capacity is less than 70% of the published nominal capacity, as measured by UV.

The UVCARE MAX warranty is included as standard with certain models of the Vehicle. For the others, the UVCARE MAX warranty may be purchased within 18 months from the purchase date, subject to approval by UV and in accordance with UV pricing framework. The pricing framework for this warranty option shall be established by UV and may be subject to variation depending on the particulars of the warranty claim. UV reserves the right to amend the terms of this warranty without prior notice.

## **3. Warranty Terms and Conditions:**

UV hereby warrants UV motorcycle purchaser from UV or UV authorized centre to be free from defect in materials and workmanship for the period of time stated and subject to certain limitations stated hereunder.

This warranty applies only if the motorcycle has been properly set-up and serviced for pre-delivery by a UV authorized centre. The warranty applies only if the motorcycle has been operated and maintained in accordance with the owner's manual, UV companion Mobile App or other UV literature delivered with the motorcycle.

Owner is responsible for the costs of maintenance to the motorcycle including service at scheduled intervals. Failures caused directly by lack of maintenance or improper maintenance will void the warranty.

Any part found to be defective during this period will be repaired or replaced at the discretion of UV or by a UV authorised centre subject to the conditions contained under this policy.

Any part replaced under the warranty will be covered for the remaining period of the warranty.

Any parts replaced under warranty must be returned to UV/UV Authorised Centres and will become UV property.

UV may, at its discretion, make any repairs or replacement of defective parts falling outside the warranty, but such work shall not be deemed to be an admission of liability.

UV will not bear labour charges in case there is manufacturing default or damage in any part of the vehicle beyond warranty.

If your Battery or Drive Unit requires warranty repair, UV will repair the unit, or replace it with a new, reconditioned or remanufactured part at the sole discretion of UV. The warranty replacement may not restore the vehicle to a "like new" condition, but when replacing a Battery, UV will ensure that the energy capacity of the replacement Battery is at least equal to that of the original Battery before the failure occurred while taking into consideration other factors, including the age and mileage of the vehicle.

For warranty claims specific to Battery capacity, the replacement Battery will be in a condition appropriate to the age and mileage of the vehicle sufficient to achieve or exceed the minimum Battery capacity for the remainder of the warranty period of the original Battery. Note that the vehicle's range estimates are an imperfect measure of Battery capacity because they are affected by additional factors separate from Battery capacity. The measurement method used to determine Battery capacity, and the decision of whether to repair, replace, or provide reconditioned or remanufactured parts, and the condition of any such replaced, reconditioned or remanufactured parts, are at the sole discretion of UV.

UV motorcycles have one of the most sophisticated battery packs and systems in the world. The most important way to preserve a battery is to LEAVE YOUR VEHICLE WITH STATE OF CHARGE ABOVE 50% when you are not using the motorcycle for a prolonged period. This is important if you are not planning to use the vehicle for several weeks.

When left idle and unplugged from charging, your vehicle periodically uses energy from the battery for system tests and recharging the auxiliary 12V battery when necessary.

If you allow the battery to discharge to 0%, other components may damage or require replacement. In such cases, you are responsible for repair and/or transporting expenses. Discharge/ deep-discharge related expenses are not covered by the warranty or under the Roadside Assistance Policy.

#### **4. Transfer Of Ownership**

If you sell your Motorcycle during the period of your Warranty, you may transfer the benefits of the Warranty to the new Motorcycle owner, provided that the Motorcycle was sold privately and not to a garage, motor trader, auction or similar company. The transfer will be subject to the UV's approval. To transfer the Warranty, please complete and return the Transfer Form to UV.

The warranty may be transferred to subsequent owners for the balance of the remaining period. Subsequent purchasers should contact UV, to determine whether any warranty coverages have been voided.

#### **5. Exclusions Or Limitations**

This warranty does not cover any vehicle damage or malfunction directly or indirectly caused by, due to or resulting from normal wear or deterioration, abuse, misuse, negligence, accident, improper maintenance, operation, storage or transport, including but not limited to any of the following:

- 5.1 Replacement of parts as a result of normal wear and tear such as chain and sprockets and sprocket rubber dampeners, belt drive, brake discs and brake pads, bulbs, communication, navigation and display systems, suspension oil seals and dust covers, Front fork seals (particularly stone damage to inner fork tubes), swingarm bush/bearings, alloy wheels, tyres, wheel bearings etc.; are not covered by this warranty
- 5.2 Damage or failure resulting from accidents or alterations; UV is not responsible for damages due to fire or incorrect wiring or incorrect charger or not using the vehicle in a standard or as per prescribed manner;
- 5.3 Any Motorcycle where the speedometer or odometer has been interfered with, altered, or disconnected or has failed;

- 5.4 Maintenance services, including, but not limited to wheel alignment or balancing, appearance care (such as detailing, cleaning and polishing), minor adjustments including addition of sealant, insulation, replacing and/or re-torquing of nuts and bolts at a place other than a UV Authorised Service Centre;
- 5.5 Using wrong or improper adapters which could result in a fire or any other damage;
- 5.6 Negligence of proper maintenance as required in the Owner's Manual, other UV Literature or such other documents as prescribed by UV. Warranty will not be claimed if the customer does not follow the scheduled maintenance process;
- 5.7 Driving over damaged or hazardous surfaces, including but not limited to curbs, unfinished roads, debris, or other obstacles;
- 5.8 Any Motorcycle used for racing of any description or being used in any contest, competition, trials and misuse or damage caused by competitive off-road or autocross activity or for any other purposes for which the vehicle is not designed;
- 5.9 Anything caused directly or indirectly by fire (external sources), war, riot, revolution or any similar event, or by vandalism, theft or attempted theft of the Motorcycle;
- 5.10 Accident, collisions, or objects striking the vehicle;
- 5.11 This Warranty Does Not Cover Death or Bodily Injury: Any liability for death, bodily injury or damage to other property or any loss caused directly or indirectly by the claim or event giving rise to a claim is excluded under this Warranty;
- 5.12 Airborne "fallout", Industrial fall out, acid rain, hail and windstorms, flooding or other Acts of God;
- 5.13 Use of insufficient lubricants or use of lubricants which are not as per UV standards & specifications;
- 5.14 Use of parts other than UV Genuine Parts;
- 5.15 Any device and/or accessories not supplied by UV;
- 5.16 Modifications, alterations, tampering or improper repair;
- 5.17 Damaging the battery or tampering with the battery or intentionally attempting either by physical means, programming or other methods. Exposing the battery to direct flame or flooding the battery;
- 5.18 Any public service Motorcycles such as police Motorcycles, paramedic Motorcycles and military Motorcycles;
- 5.19 Any Motorcycle used for commercial purposes such as but not restricted to couriers, learning school, professional delivery, short or long term hire etc., patrol or any public or professional usage;
- 5.20 Any damages to your vehicle's hardware or software or any loss or any harm or any personal information/data uploaded to your vehicle resulting from any modifications or unauthorized access to vehicle data or software from any source, including, but not limited to non-UV parts or accessories, modifications, third party applications, viruses, bugs, malware or any other form of interference or cyber attack;
- 5.21 Parts used in applications of which they were not designed or not approved by UV;
- 5.22 Slight irregularities not recognized as affecting quality or function of the vehicle or parts, such as slight noise or vibrations, or items considered characteristic of the vehicle;
- 5.23 Paint scratches, dents or similar paint or body damage;
- 5.24 Damages caused due to towing the vehicle;
- 5.25 The environment or the act of god, including, but not limited to, exposure to sunlight, airborne chemicals, tree sap, animal or insects dropping, road debris (stone chips, gravel etc.), industry fallout, rail dust, salt, hail, floods, wind and such other act of gods, water contamination and other environmental conditions;
- 5.26 Using the vehicle as a stationery power source except with UV authorized equipment;
- 5.27 Incidental or consequential damages, including without limitation, loss of time, loss of life, inconvenience, loss of use of vehicle or commercial loss;
- 5.28 Injury, loss or damage that is caused by the (a) Ionising radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel (b) The radioactive, toxic, explosive or other dangerous properties of any explosives, nuclear equipment or nuclear part of that equipment;
- 5.29 Any loss, damage or failure which a qualified engineer appointed by UV thinks could have been avoided or was totally or partly caused by lack of maintenance;
- 5.30 Any damage which is due to any type of accident or which is negligent or against the law of the country in which the incident occurred;
- 5.31 Any loss where the fault or damage occurred due to the Motorcycle being ridden following the initial failure;
- 5.32 Audio Systems, auxiliary battery, tyres and tubes originally equipped on UV vehicles are warranted directly by the respective manufacturers and not by UV;

- 5.33 This warranty is the entire warranty given by UV and no dealer or its or his agent or employee is authorized to extend or enlarge this warranty and no dealer or its or his agent or employee is authorized to make any oral warranty on UV's behalf;
- 5.34 UV reserves the right to make any change in design or make any improvement on the vehicle at any time without any obligation to make the same change on vehicles previously sold;
- 5.35 Warranty service shall be provided UV or by UV authorized Centres;
- 5.36 UV's decision is final and binding on the Owner of the vehicle in all warranty matters;

## **6. Process To Claim Warranty**

At UV, we aim to make the warranty claims procedure as simple as possible.

For any warranty claims, please visit the nearest UV Authorised Service Centres.

### **6.1 Important points for warranty claim**

- 6.1.1 No repair work should be started before approval and authorisation by UV/ UV authorised representative.
- 6.1.2 UV Authorised Service Centres or its employees/authorised representatives will not pay any claim until UV has received a completed claim form (when requested) and related invoices. Proof of service history and motorcycle RC copy required.
- 6.1.3 UV is the sole authority to take decision on warranty claim and the same will be final and binding.

## **7. Damages**

UV hereby disclaims that UV shall not be liable for any and all indirect, incidental, special and consequential damages arising out of or relating to your vehicle, including, but not limited to, transportation to and from a UV Authorised Centres, loss of vehicle value, loss of time, loss of income, loss of use, loss of personal or commercial property, inconvenience or aggravation, emotional distress or harm, commercial loss (including but not limited to lost profits or earnings), towing charges, bus fares, vehicle rental, service call charges, gasoline expenses, lodging expenses, damage to tow vehicle, and incidental charges such as telephone calls, etc.,.

## **8. Warranty Limitations Subject To Consumer Law**

THE WARRANTY HEREIN IS THE ONLY WARRANTY WHICH APPLIES TO YOUR MOTORCYCLE. UV MAKES NO OTHER WARRANTY OR GUARANTEE OF ANY KIND EXPRESSED OR IMPLIED. NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE, IS APPLICABLE TO ANY PRODUCT SOLD BY UV. BUYER AND ALL OTHER PARTIES WHO CONTRACT WITH UV HEREBY SPECIFICALLY AND KNOWLEDGEABLY WAIVE ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED. ALSO EXCLUDED FROM THIS WARRANTY ARE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF USE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM REGION TO REGION. THE CONTENTS STATED HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE.

## **O. Indemnification**

You agree to defend, indemnify and hold completely harmless UV and our officers, directors, shareholders, agents, and employees, from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or related to your purchase and/or your or any other person's use of any products purchased via the Platform.

## **P. Binding Arbitration**

Any dispute, difference, or claim arising out of or relating to or in connection with this Sale Terms shall be resolved by mutual agreement. If the disputes or differences cannot be resolved through mutual discussion within 60 days of the dispute or difference, it will be referred to sole arbitrator appointed by both the parties mutually in accordance with the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on customer or client and UV. Venue of the arbitration shall be in Bangalore Karnataka. The language of the arbitration proceedings shall be in English. The Cost of arbitration will be borne by both the parties equally.

Further, any communication related to the dispute or difference including the arbitration demand should be sent at [legal@ultraviolette.com](mailto:legal@ultraviolette.com) as well as a written communication should be sent to the Company's registered office address at 529-530, Amarjyoti Layout Intermediate Ring Road, Domlur Bangalore -560071.

**Q. Modification**

UV reserves the right to update, revise, supplement, modify or amend these Sale Terms at any time. Any update, revision, supplementation, modification or amendment will be effective immediately upon its posting on the Site. You can review the most current version of these Sale Terms at any time by accessing the section of the site labelled "Terms of Sale, and you are expected to check this page from time to time to take notice of any changes that we made to the Site or these Sale Terms. You understand and agree that your purchase of any Products after any posted update to these Sale Terms indicates your acceptance of these Sale Terms as updated, even if you did not take the time to read them.

**R. Choice Of Law**

This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Bangalore, for any action or proceeding regarding this Sale Terms.