

This **Booking Agreement** (these “Terms” or “Agreement”) governs the placing of a Booking with Ultraviolette Automotive Private Limited (“Ultraviolette”, “UV”, or “we” or “us”) for an Electric Vehicle (“Vehicle or Motorcycle”).

Please read all the terms carefully before submitting your Booking.

By submitting your Booking, you agree to be legally bound by these Terms.

## **1. No OBLIGATIONS**

**1.1** We may decline Bookings to avoid over-subscription or as we deem appropriate in our sole discretion. If your Booking is declined, you will be notified, and your Booking payment will be refunded.

**1.2** Each Booking you submit for a Vehicle acts as an advance for a future purchase of the Vehicle. You are under no obligation to purchase a vehicle from us, and we are under no obligation to supply you with a Vehicle.

**1.3** These Terms do not constitute an agreement for the sale of a Vehicle and do not lock in pricing, a firm production slot, a firm delivery date, or specific Vehicle configuration. To complete the purchase of a Vehicle, you will need to execute a UV Vehicle Sales Agreement or such other agreement decided by us, which will include additional terms and conditions, including the final price sheet for the vehicle you ultimately select (“Your Selected Vehicle”). The Final Sales Agreement may be made with Ultraviolette or its subsidiaries or affiliates or with such other entities authorized by Ultraviolette. Additional payment for Your Selected Vehicle, including taxes and other governmental fees, will be required at that time.

## **2. BOOKING ELIGIBILITY: AGE AND RESIDENCY; ENTITY**

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

**2.2** 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.

### **3. REGISTRATION**

When Booking a Vehicle, you represent and warrant that all information provided is accurate, and it is your responsibility to keep this information current at any time by emailing [bookings@ultraviolette.com](mailto:bookings@ultraviolette.com). UV shall not be liable for inaccurate or outdated information.

### **4. PAYMENT**

You will be charged the Booking Advance (“Advance or “Booking Advance”) when you place your Booking. Placing a Booking request constitutes your express agreement to be charged with the Booking Advance using the UV provided or your preferred payment method. Your Pre-Booking Advance and Booking Advance will be held by UV and adjusted towards the final sales price of ‘Your Selected Vehicle’ when you execute the final sales agreement.

### **5. NO GUARANTEE OF DELIVERY DATE**

When you are Booking a Vehicle, we will endeavor to produce Your Selected Vehicle in the future and your priority will be set by the date of payment of your Booking Advance or Pre-Booking Advance or Pre-Order Advance/deposit, our manufacturing schedule, our delivery and service operations availability, and execution of the Final Sales Agreement. There is no guarantee as to the delivery date based on your Booking.

### **6. BOOKING CANCELLATION/REFUND**

**6.1** You may cancel your Booking at any time, before making the balance payment, by sending an email to [bookings@ultraviolette.com](mailto:bookings@ultraviolette.com) from the email ID that you used for Booking. You will receive your refund within 30 business days.

**6.2** UV reserves the right to cancel your Booking at any time and will issue a full refund of your Booking Advance to the banking account details address on your file.

### **7. VEHICLE SPECIFICATIONS, CONFIGURATION, AND FEATURES**

You understand that the Vehicle specifications, at the time of your Booking, are subject to change at any time. By agreeing to these Terms, you represent and warrant to us that you understand that the Vehicle configuration may change prior to execution of any Final Sales Agreement.

### **8. PRIVACY POLICY AND TERMS OF USE**

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>.

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).

#### **9. 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.

#### **10. SEVERABILITY**

If for any reason a court of competent jurisdiction finds any provision, or portion of this Agreement, to be unenforceable, the remainder of this Agreement shall continue in full force and effect and the unenforceable provision shall be deemed to be modified solely to the extent necessary to make it enforceable.

#### **11. MODIFICATION**

This Agreement may not be modified, altered, or amended unless expressly agreed to in writing and signed by UV.

#### **12. No WAIVERS**

The failure by UV to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of UV.

#### **13. ASSIGNMENT**

You may not assign your rights under these Terms without our express prior consent. UV may assign these Terms or your Booking Advance at our discretion without your consent. Any assignment in violation of this Agreement will be null and void.

#### **14. No RESELLERS; DISCONTINUATION; CANCELLATION**

UV and its affiliates may unilaterally cancel any order that we believe has been made with the intent to resell the Vehicle or otherwise has been made in bad faith. UV may also cancel your order if a vehicle, product, feature, or option is discontinued after you place your order.

#### **15. LIMITATION OF LIABILITY**

**15.1** 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.

**15.2** 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.

#### **16. DISPUTE RESOLUTION—ARBITRATION AND CLASS ACTION WAIVER**

##### **16.1 Binding Arbitration**

Any dispute, difference, or claim arising out of or relating to or in connection with this Warranty Policy 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 will 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.

## **16.2 Confidentiality**

Unless otherwise prohibited by federal or state law or regulation, any arbitration, and any award issued in an arbitration, shall be kept confidential, except to the extent necessary to seek court intervention (such as to enforce an award).

## **17. 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 Agreement.

## **18. TEXT MESSAGES, NOTIFICATIONS, AND TELEPHONE CALLS**

**18.1** By agreeing to this Booking Agreement, you understand that by providing your wireless telephone number(s) now or in the future, you consent to be contacted at those numbers or addresses using pre-recorded artificial voice messages and/or automatic telephone dial devices with non-marketing information about your Booking , such as product updates, reminders, and appointments. You understand and agree that by providing your wireless telephone number you are consenting to receive calls or texts or WhatsApp messages at that number. You also consent to receive emails to any email address(es) you provide. You further understand and agree that these communications may contain your non-public information. You explicitly confirm that this consent covers the use of these contact methods to call or send text messages to the wireless telephone number(s) and to send a text or email messages to the email address(es) you provide, for which you may incur a charge.

**18.2** Separately, we may seek your prior express written consent for marketing text messages or telephone calls. For all communications, you can control permission for calls, texts or push notifications in the UV app or by contacting [comms@ultraviolette.com](mailto:comms@ultraviolette.com).

## 19. ENTIRE AGREEMENT

Your Booking confirmation, these Terms, our General Terms, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms. It shall supersede all prior and contemporaneous representations, warranties, agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. In the event of any conflict between these Terms, our General Terms, and our Privacy Policy, these Terms shall prevail.

## 20. PRINTING AGREEMENT

A printed version of this Agreement and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**Customer Name:**

**Signature:**

**Date:**