

ULTRAVIOLETTE WARRANTY POLICY

Ultraviolette Automotive Private Limited herein after called “Ultraviolette” or “UV”, or “we” or “us” or “the Company” warrants that each F77 (“vehicle/motorcycle”) 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 first 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 this Warranty Policy, 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 unintended performance changes that may occur due to software updates.

2.2.1 UVCARE

Subject to separate coverage for certain parts and the terms and conditions, the exclusions and limitations described in this Warranty Policy, 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



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period of 3 years from the date of purchase or 30,000 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.

2.2.2 **UVCARE+**

Subject to separate coverage for certain parts and the terms and conditions, the exclusions and limitations described in this Warranty Policy, 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 or 50,000 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.

UVCARE+ is available as a standard option on UV F77 Recon and can be purchased for the F77 Original within 60 days of your vehicle purchase.

2.2.3 **UVCARE MAX**

Subject to separate coverage for certain parts and the terms and conditions, the exclusions and limitations described in this Warranty Policy, 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 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.

UVCARE MAX is available as a standard option on UV F77 Limited Edition and can be purchased for the F77 Recon within 60 days of your vehicle purchase.

3. **WARRANTY TERMS AND CONDITIONS:**

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

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.

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 any admission of liability.

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

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 has 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 PLUGGED IN FOR CHARGING when you are not using the vehicle/motorcycle for a prolonged period. This is important if you are not planning to drive/ride/use the vehicle for several weeks.

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

There is no advantage to waiting until the battery's level is low before charging. In fact, the battery performs best when it is charged regularly.

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 through 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, before purchase, to determine whether any warranty coverages have been voided.

5. EXCLUSIONS OR LIMITATIONS

This warranty policy 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 the 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 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 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.

9. DISPUTE RESOLUTION

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 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.

10. 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 Warranty Policy.