

ANNUAL MAINTENANCE TERMS

Ather Energy Limited (formerly known as Ather Energy Private Limited), a company incorporated under the Companies Act, 1956 and having its registered office at 3rd Floor, Tower D, IBC Knowledge Park, Bannerghatta Main Road, Bengaluru, Karnataka - 560029 (hereinafter referred to as **"Ather"**), offers Annual Maintenance Services (hereinafter defined) to its customers and users (**"Customer"**) subject to this Annual Maintenance Terms (**"AMC Terms"**).

Ather offers annual maintenance in the form of various plans (**"AMC Plans"**) that a customer may choose at various Experience Centers and Ather authorized service centres.

All capitalized terms used under these AMC Terms, but not defined, shall have the same meaning as under the Purchase Terms. AMC Terms will be deemed to be a part of the Consolidated Terms as defined under the Purchase Terms and accordingly, all the miscellaneous and other provisions that form a part of the Purchase Terms are incorporated herein and made a part of these AMC Terms as if fully set forth herein.

1. Definitions:

"Customer" shall mean purchaser of Ather's electric Scooter or any other incidental products produced, manufactured, marketed, sourced and sold under the brand name of Ather Energy Private Limited.

"Retail Partners" shall mean all authorized dealers of Ather.

2. Plans:

Under AMC, the Company shall provide the maintenance services and repairs to the customer as per the plan (the Plan) selected by the customer:

I. Ather Care

2 Free Periodic Maintenance
10% Discount on Wear & Tear Parts - Once a year
10% Discount on Wear & Tear Labour - Once a year

II. Ather Care Plus

2 Free Periodic Maintenance,
10% Discount on Wear & Tear Part Replacements - Twice a year
15% Discount on Wear & Tear Labour - Twice a year
1 Free Polishing
1 Free Wash

III. Ather Care Max

2 Free Periodic Maintenance
2 Free Brake Pad Replacements (Front & Rear)
10% Discount on Wear & Tear Part Replacements - Twice a year
15% Discount on Wear & Tear Labour - Twice a year
Free Belt Lubrication along with PM
2 Free Polishing
2 Free Washes
2 Free ExpressCare

3. Plan Terms:

- a. The plan can be redeemed **only** at the Retail Partner Service Centre from where it has been purchased. In event the concerned Retail Partner is shut down or not in business anymore, customers can choose another active Retail Partner in their city to avail remaining benefits for the remainder of plan validity.
- a. Validity: The plan is valid for a defined period commencing from the date of invoice for a period of One year or 10k kms from date of purchase of AMC plan, whichever is earlier. The validity kicks in as per the odometer reading on the date of purchase. The Plan expires in one year or the validity of stipulated kms, whichever is earlier.

Eg: If the Odometer reading is 5000 kms at time of purchase of plan, the validity will be one year from date of invoice or till 15k kms, whichever is earlier.

- b. The free Periodic Maintenance as stated in the plan can be redeemed **only** when service is due & not earlier. The Customer will not be permitted to avail overdue &/or early Periodic Service.

Eg: The due period for periodic maintenance is from -300km to +500km from every service mark i.e 4700km to 5500km for 5k service.

- c. Free belt lubrication can be done only at the time of periodic maintenance & not otherwise.
- d. A grace period of either 30 days **or** 500 kms can be provided over and above the plan period, at the sole discretion of Ather. If Customer fails to avail services during this period, then the plan will be deemed to expire.
- e. Two (2) Free Brake Pads inclusion would mean - 1 each of front & rear.
- f. Part Discount & Labour Discount associated with the replacement of following wear and tear parts are considered for discounts :
 - 1. Wheel Pulley
 - 2. Intermediate Pulley
 - 3. Primary Belt
 - 4. Secondary Belt
 - 5. Brake Pads - Front & Rear
 - 6. Motor Pulley
 - 7. Wheel Bearing - Front & Rear
 - 8. Front Fork Oil Seal
- g. Pricing may vary depending on dealer location (city). The price informed & billed by the Retail partner is final, invoice will be generated for the same from Ather system.
- h. Post exhaustion of inclusions as per plan, customers will have to pay the full price to avail the service.
- i. Complimentary Washes, as per plan, will be provided in addition to the washing included as a part of periodic maintenance service. Customers can visit anytime during the policy period to avail this benefit.
- j. The Services will be rendered only during normal working days/hours of the Retail Partners. The Retail Partner shall in its normal working hours render the Service as per the service schedule and the scope of repairs.

- k. It is expressly provided herein that in the event Customer avails of any services, which are excluded from the scope of the Services and not covered under the AMC, the customer shall have to pay the charges directly to the Retail Partners.
- l. For availing services the Customer shall produce the reference number at the respective Service Centre. It is specifically provided herein that if the Customer fails to produce the reference number at the time of availing the Services from the Retail Partner, Ather and/ or the Retail Partner is not bound to render the Service for the Vehicle covered under the AMC.
- m. In case of an accident, customers cannot take services under AMC Plan and are liable to bear all expenses.

4. Exclusions: Following services and parts are not covered under plans:

- (i) Chassis frame;
- (ii) Body items, seat;
- (iii) Bulbs and fuses, batteries including battery cables;
- (iv) Suspension system and its parts ;
- (v) Rear view mirrors;
- (vi) Tyre, wheel rims etc;
- (vii) Any damaged part due to impact of accident including accidental repairs;
- (viii) Fork Oil / Brake Fluid top ups unless any leakage;
- (ix) Any repairs/replacement arising from accident, collision damage, burglary, theft, force majeure or any other accidental means, riots, terrorism, malicious damage;
- (x) Improper handling, fitting, adjustments, repairs, modifications not approved by Ather and/or use of Vehicle contrary to owner's manual;
- (xi) Defects which arise from using the vehicle for application for which it is not intended for;
- (xii) Towing (RSA) charges; Pick up/Drop of the vehicle to/from the Customer's place , Doorstep service;
- (xiii) Any Services in relation to the vehicle/s for complying with any Act, rule, regulation or order or other law;
- (xiv) Any defects, problems, items not covered under the warranty policy or excluded by the Company.

5. Fees

- A. In consideration of the AMC and the selected plan, the Customer shall be required to pay Ather, a non-refundable fee to the respective Retail Partner from where the plan is purchased. The plan fee shall be available with Retail Partner or as communicated by Ather/Retail Partner from time to time in accordance with the following:
- (i) AMC Plan fees shall be payable in advance by the Customer.
 - (ii) Payment towards the AMC Plan Fee may be made through the payment mechanism available through the Ather Channels. Ather utilizes services of third parties to enable the Customers to make the online payments and accordingly, the Customers shall be subject to the terms and conditions of such third parties.
 - (iii) Ather may launch multiple AMC Plans that may collectively or individually include the services which will under this clause be subject to such rates as may be specified by Ather from time to time.
- B. It is clarified that a Customer shall not cancel the AMC Plans at any time.
- C. If the Customer does not renew the plan and a service to be provided pursuant to the AMC Plan lapses, Ather has the discretion to refuse the renewal of the AMC or may insist on the Customer completing some condition, such as doing a paid maintenance to bring back the Vehicle to a condition that AMC can be renewed. In case of non-agreement by the Customer, Ather has the right to refuse the renewal of the relevant plan.
- D. In case Ather adds additional services into Annual Maintenance Plans, non-payment of any applicable Plans Fee may lead to appropriate restriction of services or applicability of chargeable rates for such services.
- E. Ather may, at any time, with or without cause, have the right to cancel the AMC Plan purchased by the Customer. In the event of termination for breach committed by the Customer of any of the 'terms and conditions' of the Vehicle, Ather shall have the right to retain the AMC Plan Fee paid by the Customer. In case of cancellation of the AMC Plan by Ather for reasons other than Force Majeure and breach by the Customer, Ather shall be responsible for refund of the proportionate AMC Plan fee to the Customer. Notwithstanding

anything to the contrary contained in these AMC Terms, Customer shall indemnify Ather for all damages, costs, losses, liabilities and expenses suffered or incurred by Ather as a consequence of such breach. This shall be in addition to all remedies Ather may have against such Customer in law and in equity.

- F. In any case of resale of the Vehicle by the Customer, Ather reserves the right to transfer the benefits arising out of or in connection with these AMC terms to the new customer subject to fulfillment of conditions under the Purchase Terms and as communicated by Ather in writing. The validity of the plan will remain the same and the balance period will be applicable to new Customer.
- G. If a vehicle is misused by way of overloading beyond permissible/ agreed limits or vehicle falls under any other exclusion as stated in warranty policy, the AMC would be terminated with immediate effect without any prior notice. Any cost associated with failures on account of above would also be borne by the customer.
- H. Ather reserves the right to collect personal information of the Customer including relevant data of the Vehicle including its movement from one place to another for better administration and rendering of AMC Services. Such information shall always be governed by the Privacy Policy as published on Ather's website and updated from time to time. Ather's Privacy Policy is incorporated in these AMC Terms by reference.

6. Other Terms and Conditions

- a. The Customer shall be solely responsible to read and understand these Terms.
- b. Customer shall get periodic checks and other maintenance as required by Ather ;
- c. Ather and/or Retail Partners render their performances with due care and diligence. During Services carried out on the Vehicle at the Ather and/or Retail Partners service centre, as the case may be, the Vehicle shall be attended to, driven and parked at the Customer's risk.
- d. Ather and/or Retail Partners will not have liability whatsoever, if there is any damage to the vehicle or third party/property due to accident, negligent driving, improper maintenance or for any other cause or reason. Ather will not be liable for any death, bodily injury, or any consequential loss caused by the vehicle covered under AMC.

- e. Ather and/or Retail Partners will not be responsible for any work done by the Customer at an unauthorized service centre. Ather shall have the discretion to terminate AMC in case the terms of AMC are likely to be affected due to such work undertaken at an unauthorized service centre.
- f. Ather shall, at its discretion, either add and/or discontinue certain features available under the AMC Plans.
- g. Ather reserves the right to update/suspend/remove/edit these Terms from time to time. Your continued use of the Ather Vehicle, Ather Services, AMC Plans and/or the Ather Technology shall indicate Your acceptance of the revised Terms. You can access the latest version of these Terms on Ather website.
- h. Ather may, in its sole and absolute discretion, can cancel, suspend, terminate any Customer's participation in the for breach of conditions related to these terms.
- i. These plans will continue until discontinued, terminated, suspended, modified, converted to any other Program by Ather at Ather's sole discretion.
- j. Any delays in or failure of performance of any obligations by Ather and/or Retail Partner shall not constitute default hereunder if and to the extent caused by a force majeure event, which is defined to be occurrences beyond the control of the party committing default, including but not limited to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection, sabotage and non-cooperation of third parties.
- k. These Terms are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Bangalore, India.