

Premium & Matte Paint Protection Film Warranty 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, 4/1 Bannerghatta Main Road, Bengaluru, Karnataka - 560029 (hereinafter referred to as "Ather"), has issued the below "Product Warranty Terms & Conditions" (hereinafter referred to as the "Warranty Terms") for its customers, setting out the warranties that Ather provides for the Product sold by Ather.

Any statement, condition, representation, description, or warranty otherwise contained in any catalogue, advertisement or other publication shall not be construed as overriding anything contained under these Warranty Terms and in any and all events, these Warranty Terms shall only be applicable for Premium Paint Protection Film (PPF) sold by Ather.

1. DEFINITIONS:

In these Warranty Terms, the following words will have the meanings assigned to them in this clause, except where inconsistent with the context:

- 1.1 "Customer" means the Customer or end user who has purchased the Product for personal and domestic use.
- 1.2 "Defect" means manufacturing defects which shall not include the exclusions provided in clause 4.
- 1.3 "Product " means the Premium Paint Protection Film (PPF) sold by Ather or its Authorized Retail Partners.
- 1.4 "Normal Use" means the usage of a Product in the manner intended for the end user, in accordance with legal regulations and does not include any commercial use or for any entertainment/rallies or test purpose.
- 1.5 "Warranty" shall mean limited warranty offered for warranty period only against cracking and yellowing.
- 1.6 "Warranty Period" shall mean Eight Years for Premium & Five Years for Matte from the date of sale invoice.

2. WARRANTIES:

Subject to the conditions and exclusions listed herein, Ather warrants that the Product sold by Ather shall be free from any manufacturing defect in material or workmanship during the Warranty Period.

- 2.1 Ather's sole obligation under these Warranty Terms shall be limited to either repairing or at its discretion replacing by itself or through its Retail Partner, which upon examination by Ather, prove to Ather's satisfaction to have a Defect which is not caused as a result of an exclusion set out under Clause 4 of these Warranty Terms or by any other act of commission or omission of the Customer. Ather may perform such repairs as Ather deems fit, in-order to restore the original functionality of the Products without replacing the defective Products with new Products or parts associated with the same.
- 2.2 In the event of replacement, Ather reserves the right to select and repair only the defective parts without replacing the entire Product altogether. All parts removed or replaced under this Products Warranty Terms will be returned to Ather and shall be constituted as the property of Ather and the Customer shall have no right therein.
- 2.3 Warranty for the part(s) associated with Products that have been replaced or repaired shall be effective only for the balance term of the Warranty Period.
- 2.4 Warranty claim must be accompanied by the sales invoice.
- 2.5 Warranty will be valid as long as the installation is performed by Ather or its authorized Retail Partners at authorized Service Centers. This warranty is not transferable.
- 2.6 Product will be replaced in event the customer experiences defects which are limited to cracking and yellowing.

3. PRODUCT CARE & INFORMATION:

- 3.1 After installation of Product, the Installed Product must be left to cure for a period not less than 48 hours prior to being subjected to washing or other similar treatment.
- 3.2 After 48 hours of installation, following care instructions must be followed:
 - 3.2.1 Clean the Product installed surface regularly including the edges of Product where dirt can build up using a clean microfiber towel, on a regular basis.
 - 3.2.2 Remove any smashed bugs or tree sap or other materials from the Product as soon as possible to prevent corrosive effects.

- 3.2.3 Avoid use of a high pressure water source near the edges of Product to avoid peeling.
- 3.2.4 Avoid use of abrasives like powder and clay-type cleaners, degreasers, rough sponges and paper towels.
- 3.2.5 Avoid use of Solvent based cleaners, bug removers, rubbing compound or any Harsh abrasive materials.
- 3.2.6 Avoid a lot of pressure on the product when cleaning.
- 3.2.7 The Periodical Maintenance after every six months is mandatory to avail the warranty benefits.

4. EXCLUSIONS:

Ather shall not have any obligation under these Warranty Terms in respect of the following:

4.1 Damage or Defects in the Products arising out of or as consequence of:

- (a) vehicular accidents, collisions, or any objects hitting the Products;
- (b) theft or vandalism;
- (c) improper usage (intentional or unintentional) including storage or usage under abnormal conditions such as extreme heat or under water, putting Product in rain, usage of sharp tools etc;
- (d) use of or contact with harmful chemicals or exposure to sources of intense heat; cleaning abuse and improper maintenance or failure to follow care instructions.
- (e) any modifications/ installations made to the Products by any entity other than Ather or its Retail Partner;
- (f) not being used properly as per instructions or damage caused from usage of strong solvents or manually peeling up Product or manually scratching of the product.
- (g) an act of God or environmental factors, including, but not limited to, earthquake, war, terrorist attack, exposure to sunlight, airborne chemicals, lockouts, strike, riots, frost, tree sap, animal or insect droppings, road debris (including stone chips), industrial fallout, rail dust, salt, hail, floods, wind storms, acid rain, fire, water damage, contamination, lightning, animal or rodent related damages, and other environmental conditions;

(h) Application on coated surfaces like ceramic, teflon, wax etc;

(i) Product applied on repainted vehicles;

4.2 Normal wear and tear due to usage, cracks on parts, scratches and other physical damages;

4.3. In the event the Product has been assembled, disassembled, serviced, repaired or modified by any unauthorized third party, in any manner, or using tools not authorized by Ather;

4.4 Any other damage or defect in the Products which is caused by the misuse, fault or improper maintenance;

4.5 Any repair or replacement required as a direct result of unauthorized modifications of Products.

4.6 Any liability of whatsoever nature, death or injury that a customer or third party may incur as a result or defect covered by the warranties terms.;

4.7 Products used outside the territory of India.

4.8 The degradation of materials with time due to climate conditions is a natural and unavoidable phenomenon. A slight and progressive change of the transparency and brightness, as well as a slight peeling off at the edges and around the rivets are normal phenomenon which do not fall within the scope of this warranty.

5. WARRANTY CLAIM PROCESS:

5.1 Customer to raise Warranty claim with Ather or its Retail Partner from whom the Product was purchased. In case of online purchase, Customer to connect with Ather Customer Care.

5.2 Customer must ensure the following while claiming the warranty:

i. Bring the vehicle to the service center where purchase/installation was made or done.;

ii. Describe the Defect.

5.3 On inspection, (a) if a claim is found valid as per the warranty terms defined herein, Ather will repair or replace the Product at its discretion; (b) If the claim is found invalid, the same shall be intimated to the customer.

6. OTHER TERMS AND CONDITIONS:

- 6.1 The Customer acknowledges to read and understand these Warranty Terms and all the caution warnings associated, at the time of purchase of the Product. Ather or its Retail Partner will not be held liable for any special, indirect, remote, incidental, or consequential damages of any kind including depreciation, loss of life, loss in value of Product, loss of use or income due in full or part directly or indirectly due to non-use of Product.
- 6.2 Ather shall only bear the costs of material and labour for repair or replacement of Product under the warranty terms. Any additional costs including, without limitation, transportation costs will not be covered under these Product Warranty Terms and shall be the sole responsibility and risk of the Customer. Customer also acknowledge that the said warranty is non-transferable.
- 6.3 On expiry of the Warranty Period, all repairing or replacement services to be provided by Ather or through its Retail Partner shall be chargeable at such rates as may be specified by Ather from time to time.
- 6.4 THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH THE SALE OF THE PRODUCTS BY ATHER. ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE STATED PERIOD OF THIS WRITTEN WARRANTY.
- 6.5 The Customer submits to the exclusive jurisdiction of the courts at Bangalore. Ather will not be responsible towards breach of any applicable laws.
- 6.6 Ather shall have the right to make changes to the functioning of its product from time to time and shall not be under any obligation to provide these changes for products that have been previously sold by it.
- 6.7 Any statement, condition, representation, description or warranty otherwise contained in any catalogue, advertisement or other publication shall not be construed as enlarging, varying or overriding anything contained under this Warranty Policy.
- 6.8 Ather reserves the right to update these terms from time to time. Your continued use of the product shall indicate Your acceptance of the revised terms.