TERMS AND CONDITIONS FOR PURCHASE OF HERO MOTOCORP LTD. PRODUCTS ON SNAPDEAL.COM

Hero MotoCorp Ltd., a company incorporated under the Indian Companies Act, 1956 and now operating under the Companies Act, 2013, having its registered office at 34, Community Centre, Basant Lok, Vasant Vihar, New Delhi-110057 (hereinafter referred to as "**HMC**") is desirous of marketing and selling its Products (defined herein) on the Website owned and operated by **Jasper Infotech Private Limited** (hereinafter referred to as "Snapdeal") subject to strict applicability of these terms and conditions.

THE TERMS AND CONDITIONS HEREIN SUPERSEDE ALL OTHER TERMS AND CONDITIONS SET FORTH BY SNAPDEAL WHICH ARE OTHERWISE APPLICABLE TO THE USERS OF THE WEBSITE, TO THE EXTEND INCLUDING TERMS OF COMMERCIAL UNDERSTANDING, PURCHASE AND ORDER PLACEMENT PROCESS AND/ OR CANCELLATION CHARGES ETC.

THESE TERMS AND CONDITIONS SHALL BE APPLICABLE TO ANY AND ALL SALE OF PRODUCTS MADE BETWEEN HMC AND THE USER/ BUYER OF THE WEBSITE. ANY AND ALL AMENDMENT(S) TO THESE TERMS AND CONDITIONS SHALL BE APPLICABLE WITHOUT ANY FURTHER INTIMATION/ NOTICE TO THE USER/ BUYER OF THE PRODUCT.

1.   **KEY DEFINITIONS:-**

"Product**s**" means two wheeler motor vehicle as mentioned in Schedule A manufactured and made available by HMC for sale on Website.

"Buyer" shall mean any user of the Website who is desirous of purchasing the Product of HMC through the Website.

"Selling Price" shall mean the ex- showroom price of the Product in INR at which such a Product is offered for sale by HMC to the prospective Buyers on the Website.

"Website" shall mean the website located at the URL 'www.snapdeal.com' or such other URL as may be specifically provided by Snapdeal.

"Sale Territory" shall include the territorial jurisdiction of India.

"Registration" shall mean the process of registering of the Product (bike) in the name of the Buyer with the concerned RTO department of Government of India.

"Order Confirmation Request" means the document issued by HMC via email confirming the order placed by the Buyer for Product purchased through Website.

"Minimum Booking Amount" shall mean the minimum amount of Rs. 3000/- required to be paid for the booking of the Product by the Buyer on the Website.

"Available Inventory" shall mean the maximum inventory upto booking of 40,000 (bike) Products made available by HMC for sale and distribution through the Website.

2. **SALE AND PURCHASE OF PRODUCT**

The Buyer may voluntarily choose to book a Product through the Website, subject to payment of Minimum Booking Amount and maximum payment upto Selling Price. The Product will be delivered/ received by the Buyer at the designated dealership identified by HMC in the nearest city/ location preference made by the Buyer. It is being clarified that through the Website, HMC is making available the Products for sale and delivery only to the extent of Available Inventory specifically set forth under clause 1, unless otherwise expressly agreed mutually between Snapdeal and HMC.

Purchase of Product by Buyer shall be as per following terms and conditions namely:-

a. **Order Placement and Purchase Process:-**

The Buyer shall place an order for booking of Products on the Website by submitting specific preferences including Product type/ model, color, variation, delivery location etc. along with Buyer details. It is being clarified that HMC in its sole and absolute discretion will select and choose a dealership for delivery of Product, subject to strict availability of model, color preference, variation etc. at the said dealership.

b. **Order Confirmation Request**:-

The Buyer will receive Order Confirmation Request by HMC upon making payment of Minimum Booking Amount or any amount maximum upto the Selling Price for the booking of the Product through Website. It is clarified that Order Confirmation Request is nothing but a document confirming the order placed by the Buyer and the final delivery or sale of Product will be subject to Buyer making full payment and completion of registration process as required by HMC.

If the Buyer fails to make full payment of the Product (including cost for registration, delivery and on road price etc.) and/or fails to complete the registration process the Order Confirmation Request shall stand void and cancelled.

Against each Order Confirmation Request, HMC shall issue order reference no., whereby HMC and/or its dealership may contact the Buyer for delivery and registration completion process.

c. Tentative Date of Delivery:-

HMC shall indicate the Buyer a tentative date for delivery of Products whereby the Buyer shall be entitled to receive/ take delivery of Product from the designated dealership communicated by HMC, subject to completion of other formalities. It is

d. Registration, Identification and Sale of Product

The Buyer will be required to visit the designated dealership and initiate the process for registration after making full payment towards the registration, insurance and delivery cost as may be communicated by the dealership. The Product will be identified and blocked for sale/ delivery to the Buyer only after the Buyer makes full payment for price of the Product. Once the registration process will be completed the Buyer shall be entitled to take delivery of the Product.

However it is clarified that final sale/ delivery to the Buyer shall be as per selling terms and conditions applicable as of the date of delivery.

e. Cancellation and Amendment to the Order

The Buyer shall be entitled to cancel the order placed on the Website only till the date the registration process has not been initiated by HMC and/or its dealership with the concerned RTO. In such an event Buyer shall not be entitled to claim refund/ return of Minimum Booking Amount. No option for cancellation is available to the Buyer once the registration process has been initiated by the Seller or its concerned dealership.

It is further being clarified that only Snapdeal shall be responsible for any refund if claimed by the Buyer.

Once the Buyer receives Order Confirmation Request and till the date the Product (bike) is identified for sale to the Buyer, the Buyer may change its order preference for bike model/type, color, variant and/or other specifications. However in such an event, the Tentative date of delivery and/or designated dealership may be changed by HMC as per availability of Product. No change will be entertained by the dealer and/or HMC once the bike has been blocked/ identified for sale to the Buyer.

f. No Forced Sale

The Buyer acknowledges and warrants that HMC and/or Snapdeal has not instigated and/ or forced the Buyer in any manner whatsoever to buy/ purchase the Product through the Website and make consequent deposit of the Selling Price.

g. Benefits/ Offer Granted by Snapdeal

As part of online marketing scheme initiated by HMC through the Website, Snapdeal shall provide rebate upto Rs. 1500 as insurance benefit for purchase of Products (bike) by the Buyers.   The aforesaid benefits are only valid for the bookings made through the Website and the Buyer(s) shall be entitled to the benefits only after full payment is made and the Registration process is concluded in the name of the Buyer.

3. LIMITATION OF LIABILITY

In no event shall HMC, its affiliates, its supplier's, be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data, incomplete transaction or any other form of interruption) resulting from the use or inability to use the Website and content, whether based on warranty, contract, tort, or any other legal theory, and whether or not HMC is advised of the possibility of such damages.

4. GENERAL

These Terms and conditions and the relationship between the Buyer and HMC shall be governed by the laws of the country of India without regard to its conflict of law provisions and courts at Delhi alone shall have the exclusive jurisdiction to try and entertain any dispute arising out between the Buyer and HMC.

Failure of HMC to exercise or enforce any right or provision of the terms and conditions shall not constitute a waiver of such right or provision.

If any provision of the terms and conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and conditions remain in full force and effect.

HMC shall neither be responsible for any fake, fictitious, inaccurate and/or incomplete entry or order placed by the Buyer through the Website with wrong address, phone number, email Ids, city details or otherwise and nor will HMC be liable to check the authenticity or credentials of the Buyer.

HMC will identify the Buyer only by way of their personal details (name, phone number, address, email id and city name etc.) submitted on the website and communication/ verification by HMC would also be based entirely upon the same.

5.   DISCLAIMERS

HMC states that Snapdeal are the owner of the Website and shall be responsible to operate and manage the Website. HMC does not warrant that the Website will operate error-free or that the Website is free of computer viruses or other harmful mechanisms. If the use of the Website or content thereof results into the need for servicing or replacing equipment or data, HMC is not responsible for those costs.

The Website is provided on an "as is" basis without any warranties of any kind. HMC does warrant that the Website will be constantly available or available at all; or the information on the Website is complete, true, accurate or sufficient.

HMC, to the fullest extent permitted by law, disclaims all warranties, whether express or implied, including the warranty of merchantability, fitness for particular purpose and non-infringement.

Schedule A
PRODUCTS

Karizma ZMR
Karizma
Xtreme
Hunk
Achiever
Ignitor
Glamour FI
Glamour
Super Splendor
Maestro
Pleasure
Passion XPRO
Passion PRO
Passion PRO TR
Splendor iSmart
Splendor PRO Classic
Splendor PRO
Splendor +
HF Deluxe ECO
HF Deluxe
HF Dawn