

TERMS AND CONDITIONS FOR PURCHASE OF MAHINDRA TWO WHEELER PRODUCTS ON SNAPDEAL.COM

Mahindra Two Wheelers Ltd. a company incorporated under the Companies Act, 1956, having its registered office at Mahindra Towers, PK Kurne chowk, Worli, Mumbai 400018 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 MAHINDRA TWO WHEELERS LTD. 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:-

“Products” means Mahindra products as mentioned in Schedule A manufactured and made available by Mahindra Two wheelers Ltd. for sale on Website.

“Buyer” shall mean any user of the Website who is desirous of purchasing the Product of Mahindra Two wheelers Ltd. 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 Mahindra Two wheelers Ltd. 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 in the name of the Buyer with the concerned RTO department of Government of India.

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

“Minimum Booking Amount” shall mean the minimum amount of Rs. 1,000/- (Rs. One Thousand) to be paid for the booking of the Product by the Buyer on 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. The Product will be delivered/ received by the Buyer at the designated dealership identified by the buyer in the nearest city. It is being clarified that through the Website, Mahindra Two wheelers Ltd. is making available the Products for sale and delivery only to the extent of Available Inventory unless otherwise expressly agreed mutually between Snapdeal and Mahindra Two wheelers Ltd.

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, colour, variation, dealer, delivery location etc. along with Buyer details. It is being clarified that the buyer will select and choose a dealership for pickup of product.

In addition to the cost of Product, buyer has to bear the registration fee and all other applicable taxes. The registration will be in compliance with the applicable laws of land and eligibility as per the applicable regulatory authorities and will be delivered and registered in India. Any additional purchases, such as accessories, will be paid for in full by the buyer to the selected dealership at price prevailing at the time of purchase.

b. Order Confirmation Request:-

The Buyer will receive Order Confirmation Request by Snapdeal upon making payment of Minimum Booking 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 Mahindra Two wheelers Ltd.

Against each Order Confirmation Request, the dealership may contact the Buyer for delivery and registration completion process.

c. Tentative Date of Delivery:-

Dealer, shall indicate the Buyer a tentative date for self-Pickup of Products on SD whereby the Buyer shall be entitled to receive/ take delivery of Product from the selected dealership, subject to completion of other formalities.

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 of Mahindra Two wheelers Ltd. applicable as of the date of delivery.

The Mahindra vehicles will only be registered in the name of the buyer and will not be transferred on request.

The Mahindra vehicles sold shall be governed by the terms and conditions applicable to their usage and the Seller shall assume no responsibility or liability for their use. The buyer has to furnish legally valid identity documents to buy the bike/scooter.

e. Cancellation and Amendment to the Order

Once an order has been placed, it becomes non-cancellable and no cancellation requests will be entertained.

f. No Forced Sale

The Buyer acknowledges and warrants that Mahindra Two wheelers Ltd. 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

Any offers/benefits are only valid for bookings made on the Snapdeal website and the buyer(s) shall be entitled to the benefits only after full payment is made and registration process is concluded in name of the Buyer.

3. GENERAL

- a. Mahindra Two wheelers Ltd. shall not 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, pin codes or any other details required to complete the order.

The buyer must be a legal resident of India, holding a Driving License issued by the appropriate government authority

Schedule A
PRODUCTS

1. Centuro NXT
2. Centuro XT
3. Centuro Rockstar
4. Centuro XT-DB
5. Gusto VX
6. Gusto HX
7. Gusto DX