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This Booking Terms and Conditions (“Terms”) governs the Booking with Ultraviolette Automotive Private Limited (“Ultraviolette”, “UV”, or “we” or “us”) for its Electric Vehicles (“Vehicle”).

### 1. BOOKING ELIGIBILITY:

- 1.1 By agreeing to these Terms, you represent and warrant to us that you are at least 18 years of age and a resident of India.
- 1.2 If you are Booking a Vehicle on behalf of a company, organization or entity (an “Entity”) or another person, you represent and warrant that you have the authority to bind that Entity or such person to these Terms and such Entity or person agrees to be bound by these Terms.
- 1.3 Before booking a vehicle, you will need to create an account on the website. When creating an account and making the booking, you represent and warrant that all information provided by you is accurate and up to date. It is your responsibility to always keep the information current and up to date. UV shall not be liable for inaccurate or outdated information. You can further reach out to us to update the information or booking by writing to us at [bookings@ultraviolette.com](mailto:bookings@ultraviolette.com).

### 2. NATURE OF BOOKING

- 2.1 Ultraviolette reserves the right to decline bookings for reasons including preventing over-subscription or for any other reason UV deems appropriate, at its sole discretion. If your Booking is declined, you will be notified, and any payment made will be refunded.
- 2.2 Placing a booking does not obligate either party to buy or sell the vehicle and booking only serves as a reservation amount towards a potential future purchase.
- 2.3 These terms do not constitute a vehicle sales agreement and do not guarantee pricing, a production slot, a delivery date, or a specific vehicle configuration. To proceed with a purchase, you will be required to enter into a UV Vehicle Sales Agreement as determined by us. The Vehicle Sales agreement will outline additional terms and conditions, including the final price and specifications of the vehicle you choose. The final sales agreement may be executed with Ultraviolette, its subsidiaries, affiliates, or other authorized entities. Additional payments, including applicable taxes and government fees, for your vehicle will be required at that time.

### 3. PAYMENT

You will be charged the Booking Amount when you place your Booking. By proceeding with the booking, you expressly agree to the charge being processed via the payment method provided by Ultraviolette. Your Booking Amount will be held by UV as earnest deposit and adjusted towards the final sales price of the Vehicle upon sale.

## 4. CARBON FAREWELL FUND

### 4.1 Offer Details

Eligible Customers will get Ex-showroom price of the motorcycle inclusive of Carbon Farewell Fund of upto INR 25,000/- (Indian Rupees Twenty-Five Thousand only). The exact value of the Carbon Farewell Fund shall vary depending on the specific motorcycle model and/or variant selected by the customer and shall be communicated to the customer at the time of booking.

- a. The applicable benefit for the selected motorcycle model/variant shall be reflected in the booking summary/invoice.
- b. The Offer is non-transferable and cannot be exchanged for cash or other alternatives.
- c. In the event of any dispute, Ultraviolette reserves the right to make the final decision.

### 4.2. Delivery Locations

The Offer is applicable only at locations where Ultraviolette has an operational presence, and Delivery shall be made at authorized Ultraviolette delivery centres.

## 5. NO GUARANTEE OF DELIVERY DATE

Upon placement of the booking, we will endeavor to produce and deliver your Vehicle in a timely manner. You will be provided with a delivery timeline by our representative. The delivery timeline shall depend on various factors including date of booking, manufacturing schedule and completion of formalities by you. The delivery times are our best estimates and may vary due to unforeseen circumstances. In case of any such delay, we remain committed to keeping you informed of any change in the delivery timeline. The company shall not be held liable for any delays in delivery.

Once the vehicle is ready, you will be reached out by us or our Dealer informing you about the readiness of the vehicle for delivery. If you are unable to complete the purchase, we reserve the right to refund your booking amount (after applicable deductions) and allocate the Vehicle to another customer. All communications regarding the deposit will be made through [bookings@ultraviolette.com](mailto:bookings@ultraviolette.com), and the customer is responsible for keeping their contact information updated with the company. The deposit will not accrue interest during the holding period.

## 6. BOOKING CANCELLATION/REFUND

- 6.1 You may cancel your Booking at any time, before making the balance payment, by logging in your profile section on the website. Once the cancellation is confirmed, you will receive your refund within 30 business days. Upon cancellation, any payment made on the website shall be refunded. Any amount paid directly to a Dealer or Authorized Retail Partner shall be refunded by such Dealer or Authorized Retail Partner. In case of any clarification, you can write to us at [bookings@ultraviolette.com](mailto:bookings@ultraviolette.com).
- 6.2 UV reserves the right to cancel your Booking at any time and will issue a refund of your Booking Amount to the banking account details address on your file.

## 7. VEHICLE SPECIFICATIONS, CONFIGURATION, AND FEATURES

You understand that the Vehicle specifications, at the time of your Booking, are subject to change

at any time. By agreeing to these Terms, you represent and warrant to us that you understand that the Vehicle configuration may change prior to execution of sale. Any change in the vehicle specifications shall be intimated to you through your registered email/phone.

#### 8. PRIVACY POLICY AND TERMS OF USE

The data UV and/or its affiliates collect from you or about your Selected Vehicle will be used in accordance with our Privacy Policy, each of which is incorporated herein by reference and made available on our website <https://www.ultraviolette.com>.

Please read our Privacy Policy and General Terms carefully to understand the data that we collect and our practices regarding your information and how it will be treated. If you have questions regarding our Privacy Policy or General Terms, you should contact us by email at [info@ultraviolette.com](mailto:info@ultraviolette.com).

#### 9. INTELLECTUAL PROPERTY RIGHTS:

All intellectual property rights, including but not limited to patents, trademarks, designs, and copyrights related to the vehicle, remain the exclusive property of the company. Any unauthorized use or reproduction is strictly prohibited.

#### 10. FORCE MAJEURE

The obligations of you and UV under these Terms (other than your payment obligations) will be suspended to the extent that such party is wholly or partially precluded from complying with its obligations under these Terms by force majeure. Force majeure includes, but is not restricted to, fire, storm, flood, earthquake, explosion, accident, act of the public enemy, war, rebellion, insurrection, sabotage, outbreak, epidemic, public health emergency, quarantine restriction, labour dispute, labour shortage, transportation embargo or failure, curtailment or delay in transportation, act of God, act (including laws, regulations, orders, advisories, disapprovals or failure to approve) of any government or public health agency or authority, whether national, state-wide, municipal, or otherwise, or any other event or circumstance beyond such party's control.

#### 11. SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision, or portion of these Terms, to be unenforceable, the remainder of these Terms shall continue in full force and effect and the unenforceable provision shall be deemed to be modified solely to the extent necessary to make it enforceable.

#### 12. MODIFICATION

These Terms may not be modified, altered, or amended unless expressly agreed to in writing and signed by UV.

#### 13. NO WAIVERS

The failure by UV to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of UV.

#### 14. ASSIGNMENT

You may not assign your rights under these Terms without our express prior consent. UV may assign these Terms or your Booking Amount at our discretion without your consent. Any assignment in violation of these Terms shall be null and void.

#### 15. NO RESELLERS; DISCONTINUATION; CANCELLATION

UV and its affiliates may unilaterally cancel any order that we believe has been made with the intent of reselling the Vehicle or otherwise has been made in bad faith. UV may also cancel your order if a vehicle, product, feature, or option is discontinued after you place your order.

#### 16. LIMITATION OF LIABILITY

- 16.1 No Consequential or Indirect Damages: Except as otherwise provided by applicable law, in no event shall UV or any of its affiliates, and their respective officers, employees, licensors and partners be liable to you or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages arising out of, relating to, or in connection with these Terms, regardless of (a) whether such damages were foreseeable; (b) whether or not a proposed defendant was advised of the possibility of such damages; and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.
- 16.2 Maximum liability: Except as otherwise provided by applicable law, in no event shall UV or any of its affiliates, or their respective officers, employees, licensors, and partners aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts you paid to UV pursuant to these Terms.

#### 17. GOVERNING LAW

Any dispute, difference, or claim arising out of or relating to or in connection with these Terms shall be resolved by mutual discussions. If the disputes or differences cannot be resolved through mutual discussion within 60 days of the dispute or difference, shall be subject to the exclusive jurisdiction of the Courts in Bangalore, for any action or proceeding regarding these Terms.

Further, any communication related to the dispute should be sent at [legal@ultraviolette.com](mailto: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.

#### 18. CONFIDENTIALITY

Unless otherwise prohibited by federal or state law or regulation, any award/order issued by the court shall be kept confidential, except to the extent necessary to seek enforcement.

#### 19. TEXT MESSAGES, NOTIFICATIONS, AND TELEPHONE CALLS

- 19.1. By agreeing to these Terms, you understand that by providing your wireless telephone number(s) now or in the future, you consent to be contacted at those numbers or addresses using pre-recorded artificial voice messages and/or automatic telephone dial devices with non-marketing information about your Booking, such as product updates, reminders, and

appointments. You understand and agree that by providing your wireless telephone number you are consenting to receive calls or texts or WhatsApp messages at that number. You also consent to receive emails to any email address(es) you provide. You further understand and agree that these communications may contain your non-public information. You explicitly confirm that this consent covers the use of these contact methods to call or send text messages to the wireless telephone number(s) and to send a text or email messages to the email address(es) you provide, for which you may incur a charge.

19.2. Separately, we may seek your prior express written consent for marketing text messages or telephone calls. For all communications, you can control permission for calls, texts or push notifications in the UV app or by contacting [comms@ultraviolette.com](mailto:comms@ultraviolette.com).

## 20. ENTIRE AGREEMENT

Your Booking confirmation, these Terms, our General Terms, and our Privacy Policy shall be deemed the final and integrated agreement between you and us on the matters contained in these Terms. It shall supersede all prior and contemporaneous representations, warranties, agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever concerning the subject matter hereof. In the event of any conflict between these Terms, our General Terms, and our Privacy Policy, these Terms shall prevail.

By submitting your Booking, you agree to be legally bound by these terms..