



Ather Buyback Program Terms & Conditions

Terms & Conditions of the Ather Buyback Program (“Program”). These terms and conditions (“Terms”) govern the buyback of Ather 450X Electric Scooter and Ather 450 Plus Electric Scooters (“Vehicle”) sold by Ather Energy Private Limited, having its registered office at 3rd Floor, Tower D, IBC Knowledge Park, Bannerghatta Main Road, Bengaluru, Karnataka—560029 (“Ather”).

Eligibility Terms

1. Program can be availed after 30 months and before 36 months from date of invoice towards full payment in respect of the Vehicle.
2. Vehicle should not have travelled more than 30,000 km.
3. Vehicle should have been maintained as per service schedule and maintenance instructions prescribed by Ather from time to time.
4. Only the first owner of the Vehicle can avail the Program.
5. Vehicle should not have been used for commercial/off-roading/racing purposes.
6. Vehicle should have no outstanding loans or hypothecation/charge/pledge.
7. Vehicle should have all the original documents (RC, Insurance, Invoice etc.) valid and in order.
8. Vehicle VIN, chassis number, motor serial number should not have been tampered with.

Evaluation Terms

Vehicle will be subject to inspection, testing and evaluation by the technical experts designated by Ather, on the basis of various criteria including the ones stated below, before determining the final buyback price:

1. Damage to the Vehicle parts or defects arising as a consequence of:
 - i. Minor accidents, collisions, or any objects striking the Vehicle parts;
 - ii. theft or vandalism;
 - iii. improper storage or use of Vehicle other than as normal use;
 - iv. access to or modification of any technology or software incorporated in the Vehicle.
 - v. installation or use of any equipment or accessory not sold or approved by Ather, including without limitation, any charging equipment, accessory or source;



Ather Buyback Program

Terms & Conditions

- vi. use of any consumable including without limitation any oils, fluids, and seals that are not sold or approved by Ather;
 - vii. continued operation of the Vehicle or parts after a warning indicating a mechanical or operational problem;
 - viii. performing illegal activity(ies) using the Vehicle or its parts;
 - ix. Failure to keep the software of the Vehicle up-to-date;
 - x. lifting the Vehicle at the wrong points, or other damage caused by or while transporting the Vehicle or parts by any means;
 - xi. an act of God or environmental factors, including earthquake, war, terrorist attack, exposure to sunlight, airborne chemicals, 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;
 - xii. exposing the battery to direct flame or flooding of the battery;
 - xiii. overloading Vehicle beyond the limits prescribed in the user manual;
 - xiv. failure to charge the battery for prolonged periods;
 - xv. insufficient ventilation/choking/insulation of heat dissipating components arising due to negligence or non-compliance with maintenance requirements under the user manual; and
 - xvi. failure to report any defects in any warranted parts to Ather within reasonable time resulting in additional costs or additional damages to any other warranted parts;
2. In case Vehicle or its parts have been assembled, disassembled, serviced, repaired or modified by any person, in any manner, or using parts or tool not authorized by Ather;
 3. Any damage or defect in parts subject to normal wear and tear including but not limited to brake pads, seals, bushes, and all and consumables including but not limited to oil and fluids;
 4. Discoloration or tint in the color, change in surface luster of the painted, glass, plastic & rubber components of warranted parts, damage caused due to polished aluminum items, or trim deterioration not caused by normal wear and tear;
 5. Vehicle should not have any cases from or dues to any governmental authorities/bodies.
 6. Vehicle should have no pending accidental or insurance claims.



Ather Buyback Program

Terms & Conditions

Requirements

1. All accessories provided at the time of purchase of Vehicle should be returned.
2. Vehicle should be returned in the city where delivery was taken and at Ather designated location. In case Vehicle is returned in a different city, it should be at a serviceable city by Ather and the Vehicle need to have the registration transferred to that state, if different from the original state of purchase.
3. All Vehicle related documents (insurance, RC etc.) should be submitted.
4. Parties shall enter into a definitive agreement to formalize the Buyback.
5. In case owner does not wish to sell Vehicle at the buyback price determined by Ather, owner shall take back Vehicle forthwith or in any case within 24 hours. Ather shall not be liable for any loss, damage or any other claim by customer with respect to Vehicle.

Other Terms

1. Program is available in a city/State only if it is permitted as per local applicable laws and rules.
2. Program is for a limited period till stocks last or otherwise withdrawn by Ather at its sole discretion.
3. Program cannot be clubbed with any other program/offer.
4. Buyback price determined by Ather upon evaluation of Vehicle shall be final and binding.
5. Ather, at its sole discretion, can modify, alter and/or cancel this Program, without assigning any reason and with no cost and/or liability whatsoever.
6. Any interpretation of the Terms under the Program shall be made by Ather and be binding.
7. Program shall be subject to laws of India and exclusive jurisdictional courts of Bangalore.