

## Terms and Conditions

These Terms and Conditions ("Terms") govern your use of [www.avislease.in/CARe](http://www.avislease.in/CARe) ("the platform") and the used/Opt or subscribe the services Avis CARE /AVIS CARE Plus /AVIS CARE Pro ("Services") offered on the platform. By accessing the Platform and/or subscribing the services you agree to be bound by these Terms.

Please read them carefully before proceeding with any transactions

### Agreement to Terms:-

By using the Platform and/or subscribing the services, you agree to abide by these Terms and any policies referenced herein, including our Privacy Policy.

These services are offered by **Avis India Mobility Solutions Pvt. Ltd (formerly Mercury Car Rentals Private Limited)** herein referred to as the ("**AVIS**"), a company incorporated and registered under provisions of the Companies Act of 2013, engaged in the business of providing services for repair, maintenance and upkeep of vehicles within India having its registered office at 4, N-806A, Diamond Heritage Building, 16, Strand Road, Fairley Place, Kolkata-700001, and corporate office at Plot No. 92 Sector 44 Gurgaon 122002

This applies to the vehicle (s) to provide total peace of mind and convenience during its use by its owner or custodian as per the services and duration opted for by customer.

Upon accepting the Terms & Conditions /the contract, the Customer irrevocably authorize **AVIS** to access vehicle (s) history in the database of its respective manufacturer or its authorized workshop.

### For Avis CARE Plus / Avis CARE Pro:

- a. The said vehicle (s) enrollment shall be subject to submission of vehicle service history for last 12 months (except new vehicles) and full disclosure on unrepaired jobs or recurring defects is mandatory. Repairs required for such unrepaired or recurring jobs shall not be covered under this package unless specifically mentioned otherwise in this contract. **AVIS** at its discretion, may request for further inspection through its preferred repairer. Costs of such inspection shall be paid in advance to **AVIS**. However, such inspection shall not indemnify any non-disclosure on Customer's part and shall lead to termination of the contract and forfeiture of the amounts paid to **AVIS**.
- b. Tampering of odometer or with vehicle condition if observed at any point, shall make the contract null and void automatically & immediately. All services thereafter, shall stop without any refund of unutilized services including no option for renewal.

The services (included) as per below and is to be read with the specific package purchased: e.g AVIS CARE / AVIS CARE Plus /AVIS CARE Pro

#### A. Technical Assessment and Guidance:

Avis experts shall conduct an assessment of the technical condition and performance of the vehicle through the authorized repairer to ensure that it meets the required standards so that right work is done at the right time at right costs.

#### B. Supervision for Car Work:

Avis provides professional guidance and oversee to ensure the efficient and high-quality execution of all work required on and for the vehicle through authorized OEM workshops only. It includes, but not be limited to:

1. Deploy professionally trained resources at all times
2. Ensure adherence to quality standards and procedures, use of parts as specified by its Manufacturer.
3. Get the right priority at the repairer to minimize the overall time required for completion of work

#### C. Preventive Maintenance Services:

It includes the periodic services as per the schedule stipulated in the vehicle owner's manual supplied by its manufacturer. Such services that fall within the term opted for are included and its costs are covered within the contract including replacement of parts if specified in the Manufacturers Preventive Maintenance Schedule as may be applicable with its related labor.

#### D. Insurance Services

This service covers the purchase of insurance policy through an **AVIS** preferred supplier and to facilitate settlement of insurance claims originating within the period of this contract.

##### Insurance Policy Purchase

Premium for renewal of motor insurance, if falling due within the contract period is not included in the package cost, only the facility to do so is included. Such premium is paid directly to the Insurance Company for the coverage opted.

##### Claims Settlement

For insurance claims, the legal formalities like filing of FIR or any other documentation with any competent authority is to be completed by the legal owner of the car. Claims settlement process and timelines shall vary with individual insurance company's standards, and services may even go beyond the contract period.

#### E. Replacement of Battery

This service is applicable for Avis CARE Plus & Avis CARE Pro and it covers replacement of the battery through the **AVIS** preferred supplier network. In the event of an unexpected battery failure, the emergency assistance service shall get the vehicle started and the Customer then need to report to **AVIS** for further action. Replacement at site may be possible but not guaranteed each time even if it was provided earlier for any vehicle.

#### F. Purchase of Tyres

This service is made available at special prices through **AVIS** preferred network. Cost of such tyre replacement irrespective of the reason for its wear and tear is not included in the contract and shall have to be settled with **the Supplier** directly and separately. Such prices shall be notified upon making its booking with **AVIS**. The customer may call breakdown service to replace the spare wheel, however, they may not be able to repair the punctured tyre or inflate a deflated tyre at site. Inflation of tyre is with Air only and where Nitrogen is required or used, the same shall have to be managed by Customer.

### G. Pick & Drop Services

This service through a chauffeur covers picking up of the vehicle which is in a driving condition with all vehicle documents and adequate fuel level from the address registered (office or residence) that is located within the municipal limits of city where this service is offered to the repairer and its return thereafter. The customer holds the chauffeur or **AVIS** indemnified against any external damages that may be caused to the vehicle while providing this service. Damages, if any shall be covered as per coverage opted for in insurance policy. Where the policy does not cover such risk, it is the total responsibility of the user of the vehicle

### H. Replacement Vehicle

For Avis CARE Pro, the service includes an alternate car (as is specified in the contract) in the event of the car going for workshop repair visits only. It shall be a chauffeur driven car / self-drive car shall be provided only for a period of 3 days/year in the entire contract tenure and it is to be used within the city limits where the car under contract is normally used, until the date / time the car under contract is ready for delivery after which this shall stop. Incidental costs for use of replacement car like parking, fuel, toll and challan has to be settled by user of the replacement car directly at site. Any challans which are updated by respective RTO's at a later date (Including after conclusion of contract period) remain payable by the user at all times.

For Avis CARE/Avis CARE Plus and for Outstation use, a separate booking needs to be done and its payment is made in advance. Incidental costs for use of replacement car like parking, fuel, toll and challan has to be settled by user of the replacement car directly at site. Any challans which are updated by respective RTO's at a later date (Including after conclusion of contract period) remain payable by the user at all times.

### I. Car Salon

This includes 3M high quality specialized car refinishing as is specified as per the coverage within the term opted for in the contract for Avis CARE Pro at authorized 3M store. 3M high quality specialized car refinishing is available at discounted rates for Avis CARE and Avis CARE Plus at authorized 3M store. For Avis CARE and Avis CARE Plus, the "Stay New Plan" do not include a dedicated physical "Stay New Plan" facility, they offer convenience by providing on-demand services directly at your desired serviceable locations.

- a. Cleans paint surface adding a protective layer
- b. Interior cleaning products
- c. Vacuuming & cleaning of interiors/ carpet / mats
- d. Special treatment of plastics

### J. 24\*7 Emergency Road Side Assistance including Towing:

In the event of the vehicle is immobile or not safe to use further, the service provider shall come on site. If required, it shall be transferred to the nearest **AVIS** preferred workshop for repairs. Towing service within city municipal limits is included or as is specified as per the coverage within the term opted for in the contract

| Service   | Avis CARE          |                    | Avis CARE Plus       |                    | Avis CARE Pro      |                          |
|---|--------------------|--------------------|----------------------|--------------------|--------------------|--------------------------|
|   | Coverage           | Instances per year | Coverage             | Instances per year | Coverage           | Instances per year       |
| On Site Repairs or Towing with Pre Custody        | City Limits        | 2                  | City Limits + 50 kms | 3                  | All India          | 3                        |
| Onward journey by Road/ Train/ Air                | Pay by you at site | Unlimited          | Pay by you at site   | Unlimited          | Pay by you at site | Unlimited                |
| Hotel stay  | Pay by you at site | Unlimited          | Pay by you at site   | Unlimited          | Included           | 1 Night at Partner Hotel |
| Taxi for onward mobility                          | Pay by you at site | Unlimited          | Pay by you at site   | Unlimited          | Pay by you at site | Unlimited                |
| Repatriation of vehicle                           | Pay by you at site | Unlimited          | Pay by you at site   | Unlimited          | Pay by you at site | Unlimited                |
| 24*7 On-Call Assistance                           | Included           | Unlimited          | Included             | Unlimited          | Included           | Unlimited                |
| Jumpstarting the vehicle                          | Included           | 1                  | Included             | 2                  | Included           | 3                        |
| Keys lost / locked in vehicle                     | Included           | 1                  | Included             | 2                  | Included           | 3                        |
| Connect: Doctor/ Hospital/ Ambulance              | Included           | Unlimited          | Included             | Unlimited          | Included           | Unlimited                |
| Delivery of Petrol/ Diesel at site up to 5 litres | Pay by you at site | 1                  | Pay by you at site   | 2                  | Pay by you at site | 3                        |
| Rescue of Car by Crane or Hydra                   | Pay by you at site | Unlimited          | Pay by you at site   | Unlimited          | Pay by you at site | Unlimited                |
| Flat Tyre - Replace with Spare                    | Pay by you at site | 1                  | Pay by you at site   | 2                  | Pay by you at site | 3                        |
| New Tyre purchase / Repair                        | Pay by you at site | Unlimited          | Pay by you at site   | Unlimited          | Pay by you at site | Unlimited                |
| Pre Custody of vehicle                            | Pay by you at site | Unlimited          | Pay by you at site   | Unlimited          | Pay by you at site | Unlimited                |
| Reliable anchor in need                           | Pay by you at site | Unlimited          | Pay by you at site   | Unlimited          | Pay by you at site | Unlimited                |
| Urgent Message Relay                              | Pay by you at site | Unlimited          | Pay by you at site   | Unlimited          | Pay by you at site | Unlimited                |
| In correct fuelling                               | Pay by you at site | Unlimited          | Pay by you at site   | Unlimited          | Pay by you at site | Unlimited                |

\*Some locations/ areas may have restrictions for the assistance to reach or limitations in case of floods, earthquakes, riots, security measures or places unapproachable like basement or off the road or hilly terrain or island or any other inaccessible situation

#### K. Repairs during contract

Part replacement and its related labor charge, required due to failure or due to its less than optimum performance or as a preventive measure from further damage to the car or its performance or compromising its safety. Such replacements if on account of a manufacturing defect shall be carried out as per the terms of the Manufacturer's warranty policy included in the Owner's Manual supplied with the vehicle or as per its extended warranty terms. The technical report or response shall be binding on both parties. Where there is a difference of opinion, the repairs to the vehicle shall be carried out and due payments have to be made by the party responsible as per technical report and vehicle delivery is taken. The dispute resolution process shall be handled separately with Dealer Management. Where, the payment is not made or if delivery is not taken, then there shall be an additional charge of INR 250 per day payable in addition to the interest @ 18% on delayed payments. Tax Invoices for these services should be issued in the name of Avis India Mobility Solutions Private Limited.

1. For Avis CARE Plus / Avis CARE Pro, parts replaced under this contract shall be disposed at the discretion of **AVIS**.
2. For any jobs over and above the specific package purchased by Customer, the same shall be facilitated by **AVIS** and its payments shall have to be made as advised by **AVIS** at that time to the supplier.

**For Avis CARE Plus/ Avis CARE Pro:** Following items including consequential repairs or damages and incidental costs are not included in the package:

- i. Original key(s), remote, GPS chip, spare wheel, jack & Jack handle and any other items that is not permanently attached to the vehicle.
  - ii. Battery unit for electric or hybrid cars, wood & chrome finish, decals, damaged wiper arm/ blades
  - iii. Minor scratches where its beyond normal polishing
  - iv. Repair of improper repairs carried out or attempted to do so
  - v. Modifications to the vehicle, unauthorized fitments or use of unauthorized parts/components/oils/lubricants/additives/chemicals & its consequential rectification
  - vi. Damages and liabilities including consequential, arising due to driving with a warning light on, foreign matter entering any part of vehicle or its internal system, loose items carried inside the car/ boot, radio interference, radioactivity, carrying hazardous materials, less than careful driving, driving in extreme climate conditions, on bad roads, hill terrain, sea water, fuel error, flooded road / floods, snow or sleet, deflated tyre, damaging underbody/ steering / suspension/wheels/tyres.
  - vii. Repairs of engine due to ingress of water is covered under specific insurance Add-On Engine cover if purchased
  - viii. Crane, Hydra or special transportation services, retrieval of vehicle, charges for Toll, fuel or any other incidental charges
  - ix. General wear due to ageing of upholstery, paintwork, molding & rubber items, corrosion
  - x. Engine / Transmission/ Steering Assembly, Turbo Charger, Intercooler, catalytic converter, Brake Booster / master cylinder, AC compressor/ Cooling Coil/ Receiver Drier, wiring harness, Control Modules, electronically adjustable seats & mirrors, infotainment display, instrument cluster, seat belts, airbags including but not limited to items that are subject to normal wear and tear like Clutch Assembly, Battery, tyres, etc.
3. **For Avis CARE Pro/ Avis CARE Plus:** Any work done from outside the **AVIS** network, Customer will ensure that the bill is prepared in the name of Avis India Mobility Solutions Pvt. Ltd (formerly Mercury Car Rentals Private Limited) with its GSTIN no. Such costs incurred if part of the contract shall be reimbursed to Customer by **AVIS** upon submission of original bill and replaced part, and proof of its payment to the service provider. This shall be as per the assessment of **AVIS**. Such reimbursements may not be in full and the decision of **AVIS** shall be final and binding. Suppliers shall prepare the invoice in the name of Avis India Mobility Solutions Pvt. Ltd (formerly Mercury Car Rentals Private Limited) both for items included as part of the package or outside of the prepaid package.

#### L. Payment, Cancellation & Transfer

1. Full payment for the package /services opted for to be made in advance and the service contract shall commence on the 5<sup>th</sup> day from receipt of payment.
2. Prices for services are subject to change without notice
3. **For Avis CARE Pro / Avis CARE Plus:** In case of cancellation of this Agreement before the activation period of 5 days of payment for the services contained hereof, 10% of package cost opted for shall be forfeited by Avis India Mobility Solutions Pvt. Ltd (formerly Mercury Car Rentals Private Limited)
4. For unutilized services, there shall be no refund.
5. Transfer: Avis CARE may be transferred for the same Customer on other car within the first 6 months only from the start of the contract subject to rates applicable for the new car and only for unutilized services. And no such transfer is allowed for Avis CARE Pro/ Avis Care Plus

#### M. Disclaimer

1. AVIS makes no express or implied representations and / or warranties including those of merchantability or fitness for any particular mode/method of use of vehicle and/ or with respect to any manufacturing/inherent defect in it and /or roadworthiness and/ or its merchantability and/or quality and standards of services performed by its service providers.
2. AVIS shall take reasonable precaution during picking up of the vehicle and dropping. However, it shall bear no responsibility for any damage or claim to the vehicle(s) whatsoever and the same shall be covered through car's insurance cover.
3. The customer understands that the advice provided by the in-house experts of **AVIS** and its authorized affiliates shall be based on their industry information, expertise and undertaking the best practices of the industry, information made available by the Customer and publicly available information which is subject to change as per the external and internal factors and the services shall be provided on best effort basis.
4. AVIS shall bear no liability, in whatever form, on account of any direct or indirect, consequential, incidental, special or punitive damages and/or consequences that may be entailed by the Customer or anyone else by the use or reliance of **AVIS**'s Fleet Management Services.

#### N. Intellectual Property

1. All content and materials available on the Platform, including but not limited to text, graphics, logos, images, and software, are the property of [Avis India Mobility Solutions Private Limited] and/or are protected by copyright and other intellectual property laws.
2. You may not reproduce, modify, distribute, display, perform, or otherwise use any content or materials from the Platform without our prior written consent.

#### O. INDEMNIFICATION & CONFIDENTIALITY

1. The Customer shall hold **AVIS** (including its' employees, directors, agents, affiliates, contractors) harmless and indemnified against any loss, damage, liabilities, cost or expenses, etc. (including litigation cost) arising out of or resulting from negligent act or omission or fault of the Customer with respect to **AVIS** or any third party including breach of its contractual obligations under this agreement.
2. The Parties recognize that each of them will be given and have access to confidential and proprietary information of each other. The Parties therefore undertake not to use any of such confidential information for any purpose whatsoever without the prior written consent of the Party owning such information and shall use their best efforts to keep confidential, and to cause their respective directors, employees, officers, affiliates and any other persons to whom the above mentioned information is provided to keep confidential, and not to disclose to any third party any of the other Parties' confidential and proprietary information.

**P. FORCE MAJEURE & WAIVER**

1. Notwithstanding anything contained in this Agreement to the contrary, **AVIS** and or its preferred service providers shall be excused from complying its obligations under the Agreement to the extent and whenever they are prevented from compliance with such obligation by reason of the occurrence of a Force Majeure, although **AVIS** and its preferred service providers shall on best effort basis shall attempt to perform their respective obligations through the passage of the Force Majeure Event.
2. Any expressed or implied waiver shall not constitute a waiver of any other default. All rights and powers under this Agreement will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof and the same shall not be deemed to have waived, any of its rights, unless such waiver is provided in writing.

**Q. Changes of Terms**

We reserve the right to update or modify these Terms at any time without prior notice. Your continued use of the Platform after any such changes constitutes your acceptance of the new Terms.

**R. DISPUTE RESOLUTION & JURISDICTION**

1. All notices or other communications shall be sent on email as supplied in this contract to ([aviscare@avis.co.in](mailto:aviscare@avis.co.in)) or Plot No-92, Sec-44, Gurugram 122002  
For any dispute arising over the interpretation, performance or termination of this Terms & Conditions /Contract such dispute shall be referred for arbitration to the Arbitrator The sole Arbitrator shall be appointed by **AVIS**. Each party shall bear its own cost of the Arbitration proceedings. The Award of Arbitrator shall be final and binding upon the parties. The proceedings shall governed by the Arbitration and Conciliation Act, 1996 as amended from time to time. The language of arbitration shall be English and the seat of arbitrator shall be at New Delhi For the sake of convenience, fast track mode of Arbitration proceedings as per section 28B of the Arbitration & Conciliation Act 1996 shall be adopted.

**S. Governing Law**

This Agreement shall be governed by the laws of India. The Courts in New Delhi alone shall have exclusive jurisdiction in respect of any matter, claim, or dispute arising out of or in any way relating to this Agreement.

**T. Contact Us**

If you any questions or concerns about these Terms, please contact us as per below  
Contact No : +91 124 472 4874 / +91 124 472 4875  
Email : [aviscare@avis.co.in](mailto:aviscare@avis.co.in)  
Address : Plot No-92, Sec-44, Gurugram 122002