

## Terms & Conditions

This Service Agreement executed between **Avis India Mobility Solutions Private Limited (Formerly Known As Mercury Car Rentals Private Limited) ("AVIS")**, a company incorporated and registered under provisions of the Companies Act of 1956, engaged in the business of providing services for repair, maintenance and upkeep of vehicles within India having its registered office at N-806A, Diamond Heritage Building, 16, Strand Road, Fairley Place, Kolkata-700001 and corporate office at Plot No-92, Sector-44, Gurugram—122002 and as per details mentioned in Contract with person or a company incorporated and registered under provisions of the Companies Act of 1956/2013, the legal owner of the vehicle, having its address / Registered Office as per the billing address supplied in this contract.

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 contract, you irrevocably authorize **AVIS** to access vehicle (s) history in the database of its respective manufacturer or its authorized workshop. Inappropriate usage of Avis Care Subscription services may result in the termination of the contract and the cessation of all services without any refund. All services thereafter, shall stop without any refund of unutilized services including no option for renewal.

The details of the services opted for in the contract are:

### A. Technical Assessment:

Our team of qualified technicians will conduct a professional diagnosis and assessment of the car's technical condition and performance to ensure that it meets the required standards. The assessment will include a comprehensive inspection of the car's mechanical, electrical, and safety systems, as well as computerized diagnostics and road testing. Upon completion of the assessment, a detailed report of the findings and any recommendations for maintenance or repair will be provided.

### B. Supervision for Car Work:

Avis will provide professional guidance and oversight to ensure the efficient and high-quality execution of car repair and maintenance services through authorized OEM workshops. The supervision will include, but not be limited to, the following responsibilities:

1. Overseeing skilled mechanics and workers in maintaining the car
2. Ensuring adherence to quality control standards and procedures

3. Prioritizing job cards and delegating tasks to the appropriate technicians with the right skill level
4. Ensuring that all maintenance and repair tasks, are carried out by OEM-authorized repairers, using genuine parts and the latest industry standards.

### C. Replacement Vehicle

This service includes an alternate car in the event of the car going for workshop repair visits only. It shall be a chauffeur driven car only and no self-drive car shall be provided 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. Outstation use can be done with separate booking and its payment is made in advance. Incidental costs for use of replacement car like parking, toll has to be settled by user of the replacement car directly at site.

### D. Insurance Services

You have the advantage of accessing special pricing through our preferred insurance partner. This exclusive benefit allows you to secure competitive rates and comprehensive coverage for your car.

### E. Insurance Claim Settlements

In the event of an accident or damage, we assist with the claims process, ensuring a smooth and hassle-free experience.

### F. 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 and take care of the vehicle. 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

Details	Service	Instances per year
Towing - from nearest RSA point	50 kms	3
Onward journey by Road/ Train/ Air	Pay by you at site	Unlimited
Hotel stay	Pay by you at site	Unlimited
Taxi for onward mobility	Pay by you at site	Unlimited
Repatriation of vehicle	Pay by you at site	Unlimited
24*7 On-Call Assistance	Included in Subscription	Unlimited
Jumpstarting the vehicle	Included in Subscription	3

Keys lost / locked in vehicle	Included in Subscription	3
Connect: Doctor/ Hospital/	Included in Subscription	Unlimited
Ambulance	Included in Subscription	Unlimited
Delivery at site up to 5 liters	Pay by you at site	3
Extraction of Car by Crane or Hydra	Pay by you at site	3
Flat Tyre - Replace with Spare	Pay by you at site	3
New Tyre purchase / Repair	Pay by you at site	Unlimited
Puncture	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

#### **G.Complimentary Service:**

Details	Service	Instances per year
Stay New Plan - Interior and Exterior polish	Included in Subscription	1
Discounted rates and prepaid options for self-drive vehicles	Included in Subscription	Unlimited
15% discount on Avis Rentals in India for Chauffeur drive across 16 cities	Included in Subscription	Unlimited
10% discount on 3M car treatment	Included in Subscription	Unlimited
10% discount Map My India Navigation/ Tracking devices	Included in Subscription	Unlimited

#### **H. Pick-up and Return of Vehicle:**

This service is applicable when we arrange for the pick-up and return of your vehicle after it has been serviced or repaired, ensuring your convenience and peace of mind.

#### **I. Documentation:**

The documentation service includes the following key aspects:

- a.** Compliance of all regulatory documentation: Ensuring that all necessary documents are in place and comply with relevant regulations and standards.
- b.** Vehicle Registration Certificate & Insurance Policy: Providing and maintaining accurate records of vehicle registration and insurance policies as required by law and industry standards.
- c.** Road Taxes/ Permit/ Fitness: Managing and maintaining up-to-date records of road taxes, permits, and fitness requirements for vehicles and other

assets

#### **J. Payment**

- a. Full payment for the package opted for to be made in advance and the service contract shall commence on the 2<sup>nd</sup> working day from receipt payment.
- b. In case of cancellation of this Agreement within the activation period of 5 days of payment for the services contained hereof, 25% of package cost opted for shall be forfeited by MCRPL
- c. For unutilized services, there shall be no refund.

#### **K. Disclaimer:**

- a. 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.
- b. AVIS shall take reasonable care 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.
- c. 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.
- d. 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.

#### **L. Indemnification & Confidentiality:**

- a. The Customer shall not 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.
- b. 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.

**M. Force Majeure & Waiver:**

- a. 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.
- b. Any expressed or implied waiver shall not constitute a waiver of any other default. All rights and powers under this Terms & Conditions 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.

**N. DISPUTE RESOLUTION & JURISDICTION:**

- a. All notices or other communications shall be sent on email as supplied in this contract.
- b. For any dispute arising over the interpretation, performance or termination of this Terms and Conditions such dispute shall be referred for Arbitration to the Arbitrator The proceeding shall be governed by the Arbitration & Conciliation Act 1996 and the venue of such arbitration shall be at New Delhi. 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 binding and final on the parties. The proceedings shall be in English language. For the sake of convenience, fast track mode of Arbitration proceedings as per section 29B of the Arbitration & Conciliation Act 1996 shall be adopted.
- c. 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.
- d. Avail Services through Portal <https://customerportal.AVISlease.in/>