

#### **Terms Of Conditions**

#### **Hestur Energy Private Limited**

6th Floor, Flat No 527, Sri Swamy Ayyappa Cooperative Housing Society, 100 Feet Road, Khanamet, Hyderabad, Rangareddy, Telangana – 500081 Email: info@hesturenergy.in

# 1. Acceptance of Terms

By accessing and using the website <a href="www.hesturenergy.com">www.hesturenergy.com</a> (hereinafter referred to as the "Website"), you agree to comply with and be bound by these Terms of condition and all applicable laws and regulations. If you do not agree with any part of these terms, you are advised not to access the Website.

#### 2. Terms & Conditions

The user hereby agrees, acknowledges and confirms that the user:

- (i) is a holder of a valid driving licence issued under the Motor Vehicles Act, 1988;
- (ii) is not prohibited from owning a vehicle in the jurisdiction of purchase;
- (iii) can understand and agrees with the contents herein; and
- (iv) has read, understood and agrees to be bound by these Terms (by clicking on the check box).

The user acknowledges that the images and colours displayed on the Platform are representations of the actual **Hestur** vehicle. Hestur Energy Pvt Ltd has made every effort to ensure accurate representation. However, the actual vehicle, including images and colour, may vary depending on the model purchased, and no guarantee is made regarding exact visual match.

If the user is booking or purchasing on behalf of another person, the necessary details of such person are required to be provided, and relevant documentation must be submitted at the dealership.

The user agrees and declares that the following information shared on the Platform for booking a Hestur vehicle is true and accurate:

- Full Name
- Mobile Number
- Email Address
- City

The user understands and agrees that these details will be used by **Hestur Energy Pvt Ltd** and the respective dealership to contact and communicate with the user.

All formalities relating to the purchase of a Hestur vehicle, including but not limited to the registration process, shall be completed at the designated dealership. The sale and delivery of the vehicle are contingent upon fulfillment of all applicable statutory obligations and submission of the necessary original documents at the dealership. Failure to comply may result in the cancellation of the booking/purchase, and any amount paid will be refunded without interest.

#### APPLICABLE TO USERS WHO HAVE MADE A PRE-BOOKING:

The user agrees and understands that the pre-booking amount shall be adjusted against the selected plan. Upon confirming the booking of the Hestur vehicle, the user shall be required to pay the balance amount as per the plan selected.

# 3. Acceptance Booking

Once completion of payment of the booking amount in accordance with the selected plan:

The user must complete the verification of documents at least 7 days prior to delivery at the dealership.

Please note, if the user fails to make payment in a timely manner in accordance with the My hestur Plan selected by the user and confirmed by the lending partner, **Hestur Energy Pvt Ltd** reserves the right to disconnect the user's access to the Hestur vehicle and stall it from being used until payment is completed to the satisfaction of the lending partner. Further, failure to make payment may result in repossession (applicable to owners with the My Hestur Plan).

The booking amount paid by the user in accordance with the selected plan by the user is made through a payment gateway and accordingly the user is subject to the terms and conditions as provided by the payment gateway intermediary/merchant service provider. **Hestur Energy Pvt Ltd** shall not be responsible for any non-payment or wrong payment/accuracy or completeness of the information, services, or process of the third-party site.

# 4. Booking Terms

Hestur energy Pvt Ltd will not be responsible for any delay, loss or non-receipt of online booking information or any other form of submission not contemplated herein Hestur Energy Pvt Ltd reserves the right to change the Dealership for the purpose of sale and delivery of the Hestur vehicle as selected by the user and the same shall be communicated to the user through email/message. Irrespective of the payment method selected, the waiting period and the tentative delivery slot are communicated by Hestur energy prior to the user making payment of the booking amount. For priority in the selected delivery slot, users are requested to complete the KYC (where applicable) and relevant paperwork process at the Dealership at the earliest. However, it is subjected to availability of vehicles. The price of vehicle shall be applicable as prevailing on the date of delivery of vehicle to the user. Tentative delivery slot as given/to be given to the user is subject to change without notification at the sole discretion of Hestur energy Pvt Ltd. The booking can be cancelled within 90 days of booking date by contacting Hestur energy dealers and refund will be processed as per company policy. The cancellation will not be

allowed after 90 days of booking and booking amount stands forfeited in case customer is not willing to take a delivery.

REFUND POLICY You can cancel your booking before delivery. The Refund amount will be credited to your source account within 7-10 working days.

## 5. Changes to Terms

Hestur Energy Pvt Ltd reserves the right to change or update these Terms of Condition at any time without prior notice. Your continued use of the Website constitutes your agreement to the updated terms.

# 6. Intellectual Property Rights

All content available on the Website, including but not limited to text, images, designs, logos, illustrations, videos, graphics, and software, is the intellectual property of Hestur Energy Pvt Ltd or its licensors and is protected by applicable copyright, trademark, and other intellectual property laws.

You may not reproduce, distribute, modify, display, perform, republish, or transmit any content without prior written consent from Hestur Energy Pvt Ltd.

### 7. Use of the Website

You agree not to:

- Use any automated system (e.g., robots, spiders) to access the Website.
- Attempt to interfere with the proper working of the Website.
- Use the Website or its content for any unlawful purpose.

We reserve the right to restrict or terminate your access to the Website at our discretion.

#### 8. Purchases and Additional Terms

Additional terms and conditions may apply to purchases of goods or services and to specific sections or features of the Website. By engaging with these areas, you agree to be bound by any additional applicable terms.

# 9. Limitation of Liability

To the fullest extent permitted by law, Hestur Energy Pvt Ltd shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues arising out of your use of the Website.

#### 10. Indemnification

You agree to indemnify and hold harmless Hestur Energy Pvt Ltd, its officers, directors, employees, and affiliates from any claims, liabilities, damages, losses, or expenses, including legal fees, arising from your violation of these Terms of use.

### 11. Termination

We reserve the right to terminate your access to the Website or any part of it at any time, without notice, for conduct that we believe violates these Terms of condition or is otherwise harmful to the Website, our interests, or other users.

# 12. Governing Law and Jurisdiction

These Terms shall be governed by the laws of India. Any disputes arising out of or relating to the use of this Website shall be subject to the exclusive jurisdiction of the courts located in Hyderabad, Telangana.