

TERMS & CONDITIONS APPLICABLE TO THE REPAIR ORDER

I understand that the workshop carries out the repairs solely in line with the following conditions:

1. I have authorized and allowed the workshop (German Motor Works) to dismantle and assemble all relevant aggregate(s) of my vehicle ("Vehicle"), in order to diagnose the root cause of my concern and carry out necessary repair using necessary spare parts as per the terms of applicable warranty policy.
2. I am fully aware that my Vehicle shall be stored, driven and repaired solely at my own risk and cost. I agree that for any loss or damage caused to my Vehicle in the event of any Force Majeure Event or for the reasons beyond the control of workshop, German Motor Works neither the workshop nor any affiliate of German Motor Works shall be responsible. A "Force Majeure Event" is any event, change or circumstance beyond the reasonable control of a party, including, without limitation, labour disputes, strikes, delays relating to supply of services, disruption in supply chain, damage to or breakdown of workshop, machinery or equipment, inclement weather, hurricanes, earthquakes, floods, snow storms, ice storms, electrical failure or any other natural disasters or acts of God, war, sabotage, military actions (or the escalation thereof), terrorist attack, pandemic or epidemic.
3. I agree that I will not indulge in any unauthorized surveillance including photography, videography, etc. of or at the workshop and shall not trespass into any area not meant for customers/outside in the workshop premise. I shall be solely liable/responsible for any improper/ illegal acts or omission on my part, and German Motor Works shall be free to take legal action in this regard.
4. The delivery date and time informed by German Motor Works while admitting the Vehicle is just an indicative estimate and not a firm commitment. However, German Motor Works shall agree to adhere to the delivery schedule as far as practicable and the customer shall not hold the Dealership responsible/ liable for any delay in delivery or in carrying out specialized repairs or procurement of spare parts for reasons beyond their control.
5. Vehicle shall be retained at workshop /service station for a period as may be necessary for carrying out the inspection, investigation(s) and repair. During this time, German Motor Works is/shall not be liable to compensate the owner / user or make any alternate arrangements for transportation.
6. Necessary components/parts shall be replaced or repaired as deemed fit and the cost shall be borne by me if the same are not covered under the applicable warranty. The Vehicle shall be attended by the personnel of German Motor Works as per terms and conditions only.
7. Repair cost estimation is provided on the repair request conveyed by the customer and as per the initial inspection of the Vehicle. However, supplementary estimation may be provided for additional jobs/parts accessories required which in the opinion of German Motor Works is essential to effectively complete the repair initially assessed.

8. In case of any accident or damage caused to Vehicle in workshop or during road test or in event of Force Majeure Event or for the reasons beyond the control of German Motor Works the settlement of claim shall be done at Insured Declared Value (IDV) of Vehicle if the Vehicle is under insurance cover subject to terms and conditions of the insurance/risk carrier. If the Vehicle does not have a valid insurance, then the customer undertakes to bear all the expenses and cost related to restoration of the Vehicle and the dealership will not be held responsible.
9. I allow and authorise German Motor Works or any other authorised person appointed on their behalf to contact me through phone /text message/WhatsApp/e-mail or any other mode of communication to inform me regarding various transaction/service promotions or any other promotions pertaining to my Vehicle.
10. Replaced parts may be handed over to me, however German Motor Works may retain replaced part /used parts to carry out root cause analysis at their workshop or vendor facility, as deemed appropriate by the personnel of the dealership.
11. In case I do not collect the replaced parts after service, then it shall be assumed that I am not interested or willing to collect the parts and thereafter no claim shall be entertained by the workshop/dealership in this regard.
12. Parts replaced under manufacturer's standard warranty, extended warranty or any other scheme shall be retained by German Motor Works and not handed over to the customer. However, customer can see the replaced component at the time of taking delivery of the Vehicle.
13. Customer needs to ensure to properly dispose any replaced parts collected by him/her as per applicable local government / environmental guidelines.
14. Salvage of accident Vehicle must be collected by customer along with the Vehicle. Salvage/old part not claimed at the time of delivery may be disposed of by the Dealership as scrap.
15. The workshop shall not be bound to replace the spare parts /components or consumable items brought from outside by the customer and I understand it will be treated as a breach of my Vehicle warranty terms and conditions.
16. In case of pickup and drop facility availed by me, I agree that the Vehicle shall be driven & brought to workshop or delivered back at my sole risk & responsibility. Though utmost care is always taken by drivers at workshop, but in case of any eventuality, the cost of repair of the Vehicle shall be borne by me and the workshop will not be responsible for any damage caused by the workshop or its staff. The customer shall remove all the valuables, documents, pen drive, CD and other materials from the Vehicle while handing over the same for service/repair and German Motor Works shall not be liable /responsible for any loss/damage suffered by the customer in this regard.
17. I undertake to pay the demurrage/garage/storing charges levied by the workshop for retaining my Vehicle after service for not taking the delivery within 48 hours of the same and I shall bear the entire cost in case of any damage or loss caused to the Vehicle or any damage caused by the Vehicle at the workshop or to the loaner car provided to me by the

workshop, as the case may be. I also agree to pay the cost or usage of loaner Vehicle if the same is not returned by me upon request made by German Motor Works.

18. I also undertake to make payment of all the charges before taking the delivery of my Vehicle. In the event of non-settlement of bills beyond a period agreed between the Dealership and the Customer, Dealership may levy interest charges on the outstanding bill amount. Any bank charges will be paid by Customer.
19. Customer shall pay an advance payment of up to 50% of the total estimated cost in case of major repairs, whether under insurance claim or otherwise. Customer undertakes to pay for all repair work carried out by the dealer prior to taking delivery of the Vehicle. For repairs covered under insurance, subsequent reimbursements from insurance company may be made directly to customer by the insurance company. However, the customer shall not take the delivery of the Vehicle unless German Motor Works has received the payment from the insurance company.
20. After providing estimate to the customer, repair work will be carried out based on verbal/written/online approval from the customer. However, if the customer does not respond to the request for approval of the estimate within three days, it will be considered as approved, and work will be carried out as per the estimate.
21. Customer shall undertake to pay estimation charges as levied by German Motor Works if the repair job is not entrusted to German Motor Works after obtaining the estimate. Such charges will be informed German Motor Works to the customer in advance.
22. German Motor Works can exercise lien on the Vehicle until all the above-mentioned dues are settled to the Dealership's satisfaction.
23. German Motor Works may deliver the Vehicle to the customer or any representative of the customer whose signature appears on the Job Card or who is authorized by the customer.
24. I am the owner and have read and understood the terms and condition stated and agree to abide by the same.
25. These terms and conditions do not apply to repairs that we carry out on the basis of a warranty agreement. The same shall be covered under terms of applicable warranty policy.
26. Once this repair order is approved, the work carried out under this repair order, shall be subject to the jurisdiction of the local courts where the repair work has been carried out by German Motor Works