

RENAULT SECURE - TERMS & CONDITIONS

The following terms and conditions related to RENAULT's warranty plan ("The Renault Secure Plan") read with Renault Secure Service Certificate cum Invoice ("Service Certificate") to cover specific component provide rights, obligations, benefits and limitations as provided therein.

I. Definitions:

| | |
|--------------------------------|---|
| Program Manager | means TVS TWG Warranty Solutions Limited. |
| Authorised Dealer | means an authorised Manufacturer or approved Renault Dealers and/or repairers; |
| Breakdown | means an electric, electronic or mechanical fault causing a complete failure of the Component covered during the term provided under the Service Certificate; |
| Component | means specific components/parts of the Vehicle for which the Benefits will be provided under the Renault Secure Plan; |
| Invoice | means the original purchase invoice for the Vehicle issued by the Authorised Dealer; |
| Manufacturer/RENAULT | means RENAULT INDIA PVT. LTD., who is the original manufacturer of the Vehicle and provider of Renault Secure Program; |
| Manufacturer's Warranty | means the original Vehicle's warranty provided by the Manufacturer which commences on the date of purchase of the Vehicle; |
| Original Invoice Value | means the original purchase value of the Vehicle excluding any other cost, charge, taxes and amount mentioned on the invoice issued by the Authorised Dealer; |
| Service Request | means any request by You under the Renault Secure plan for availing the benefit for the specific Components covered for the Vehicle; |
| Service Term | means the specified term within which the Renault Secure Plan is valid, the details of which is provided in the Service Certificate; |
| Territory Vehicle | means India; means the specified Vehicle covered under the Renault Secure Plan details of which is provided in the Service Certificate; |
| Vehicle Delivery Date | means the original delivery date of the Vehicle to You; |
| We, Us or Our | means RENAULT; |
| Working Day | means any day other than a Saturday or Sunday or a public or bank holiday in India. |
| You or Your | means customer including his/her legal representatives of the Renault Secure Plan. |

II. Overview of the Renault Secure Plan:

- a. The Renault Secure Plan provides warranty services in connection with the Manufacturer's Warranty by providing Benefits arising due to Breakdown of the Component ("Benefits").
- b. The Renault Secure comes with Roadside Assistance Services.
- c. The Renault Secure Plan shall be administered by the Program Manager on behalf of Us.
- d. The Renault Secure shall be effective on start date mentioned in the Service Certificate, which is issued to You along with this terms & conditions.
- e. The Service Certificate shall be read and construed in accordance with the Renault Secure Plan and in the event of any dispute, Renault Secure Plan will supersede the Service Certificate.

III. Eligibility of the Product:

The Vehicle for whom the Renault Secure Plan has been purchased shall only be eligible for Benefits if it fulfills all the following conditions:

- a. The Vehicle must be registered in India for commercial use and the Vehicle age should be less than (2) years old and odometer reading should less than 50,000 KM, from the first date of delivery of the Vehicle.
- b. Was first registered in the Territory and continues to be registered in the Territory

- c) must not be modified outside Manufacturer's specification;
- d) must not be used for racing, rallies, pace making, reliability trials, speed hill climbing or off road Use; and
- e) must not be used contrary to category of license or registration granted to the Vehicle in any manner whatsoever.

IV. Broad Scope of the Services provided under the Renault Secure Plan:

- a. The Renault Secure Plan applies to the Vehicle purchased for Commercial Use only. Subject to the terms and conditions of the Renault Secure Plan, We agree that if during the Service Term specified Component, We may elect to repair or replace the specified Component of the Vehicle. The Benefits under the Renault Secure Plan will be provided on cashless basis only.
- b. We also like to assure You that the You may intimate Your Service Request under the Renault Secure Plan at any Authorized Dealer across India without any hassle.

V. Conditions of usage of the Renault Secure Plan:

- a. Renault Secure service shall be provided only by Authorized Dealers.
- b. Any replacement of part done during the Renault Secure program shall be the property of the Program Manager.
- c. The Renault Secure Plan effectively begins on Renault Secure start date mentioned in the Service Certificate, which is issued during sale to You from issue date of Service Certificate.
- d. There will be some instances where repairs cannot be authorized to dismantle. In these cases, We will need Your authorization to dismantle the Vehicle for proper diagnosis prior to commencing any repairs. Provided the problem is covered by this Renault Secure Plan, repairs will be authorized. In instances where the problem is not covered by this Renault Secure Plan, You will be responsible for all costs associated with dismantling and/or repairing the Vehicle
- e. We reserve the right for the final decision on matters related to the Renault Secure Service request
- f. This Renault Secure Plan has no surrender value, no refund of Customer Charge is available and it cannot be transferred to another Vehicle.
- g. This Renault Secure is the entire warranty given by Us and in no event Our Authorized Dealer/Program Manager or its agent or employee is authorized to extend or enlarge scope of this warranty and none of Our Dealer or its or his agent or employee is authorized to make any oral warranty on behalf of Us. However, TVS TWG Warranty Solutions Limited (TVS TWG) shall act as administrator for providing any services committed under Renault Secure Plan on behalf of Us.
- h. Customers are not entitled to demand any compensation/replacement Vehicle for the period when the Vehicle is being attended to by Our Authorized Dealer/workshop.
- i. We reserve the right to make any change in design or make any improvement to the Vehicle at any time without any obligation to make the same change on the Vehicles previously sold.
- j. The provision of the 'Renault Secure Plan' do not provide for any liability or any other expenses or damage as listed below that may be incurred by an owner while a Vehicle is out for service during performance of any 'Renault Secure Plan' obligation or campaign work by Our Authorized Dealer/service workshop.
- k. You shall have no right except those set out above and have, in particular, no right to repudiate the sale / or any agreement or to claim any reduction in the purchase price of the Vehicle sold. Furthermore, the 'Renault Secure', in no case, shall extend to the payment of any monetary consideration whatsoever, incidental or indirect, inconvenience
- l. Notwithstanding anything contrary contained in the Renault Secure Plan, any defect(of any nature whatsoever) which is excluded under the Manufacturer's Warranty shall not be covered under the Renault Secure Plan.
- m. The defective parts of the Vehicle which is replaced under the Renault Secure Plan shall become the absolute property of the Program Manager without any cost or consequences to the Program Manager.

VI. Representations and Warranties

- a. You are responsible for bringing Your Vehicle to any Authorized Dealer in order to raise the Service Request. In case You need any assistance in doing so, You may call the authorized telephone number of the nearest Authorized Dealer or Us. We would be happy to help
- b. You are responsible for the proper maintenance, operations and care of Vehicle in accordance with the owner's manual provided with the Vehicle.

- c. You are advised to keep the maintenance records in proper condition, since it may be necessary in some instances, for You to show that the required maintenance has been performed
- d. You will in compliance with the applicable law as may be relevant for the Renault Secure Plan.
- e. The information provided by You for the purposes of availing of the Renault Secure Plan is and shall be true and accurate.
- f. You shall be responsible for providing all the necessary information and documents required by Us at the time of raising the Service Request for the Vehicle.

VII. Scope of Benefits under the Renault Secure Plan:

a. Scope of Benefits:

Renault Secure Program covers all parts and components of each Renault Vehicle except but not limited to shock absorbers, wheel bearings [Front & Rear], tires, batteries and those Items listed under the caption "what is not Provided". The maximum liability in monetary terms shall be restricted to the value of the defective parts and/or workmanship only under this Renault Secure Program.

b. Limitation [What is not provided]: Following shall be treated as limitation on the Benefits provided under the Renault Secure Plan:

- (i) The parts or Components which are not listed under the Scope of Benefits section as mentioned in clause no. VII (a), above including but not limited to shock absorbers, wheel bearings [Front & Rear], tires, battery, lubricants and any parts or components made of rubber.
- (ii) We along with the Program Manager shall not be liable for any damage or loss caused to any property, article, disability or death caused to any human life arising out of electric fault, short circuit, fire, negligent Use of the Vehicle or accidental handling. The maximum liability in monetary terms shall be restricted to the value of the defective parts and/or workmanship only in such circumstances.
- (iii) In the event of failure, the owner must immediately take all steps necessary to minimize the extent of loss.
- (iv) Under 'Renault Secure Plan' Our liability is limited to the value of the service, repairs/replacement of parts found to be defective within the stipulated 'Renault Secure Plan' period. Other than servicing and/or repairing defective parts in the Vehicle, We do not undertake to replace the Vehicle and/or reimburse the purchaser by payment of any money towards any consequential loss or damages in respect of the Vehicle purchased by You.
- (v) Any services/repair done which in not authorized by Us
- (vi) Any damages if the Vehicle is not handled or driven in accordance with the instructions in the owner's manual supplied with the Vehicle and if the defined regular service/maintenance work is not performed.
- (vii) Any changes in the original technical characteristics of the Vehicle or the Component. For example, additional electrical fitment, changing engine specifications to increase its power or any other modification in the Vehicle that may influence the performance/safety of the Vehicle.
- (viii) Any damage to the fuel system due to water, adulteration or foreign objects in the fuel.
- (ix) Use of adulterated / improper service products such as fuel, oils, brake fluids, coolants, interior cleaning materials and the like.
- (x) Retro fitment/installation of non-recommended equipment such as radio, car telephone, CD / DVD set or other parts (electronic gadgets) etc.
- (xi) Cyber risks: Loss, destruction, erasure, corruption or alteration of Electronic Data.
- (xii) Sensory complaints by owner against noise, vibration, smell, temperature of sidewalls or foot well which may occur for reasons such as, but not limited to, upkeep and maintenance of the Vehicle, road condition, nature of Usage or environmental reasons and do not affect product quality, function or performance of the Vehicle.
- (xiii) Consumptive parts: Belt, drive chains, air cleaning element, air conditioner dust filter, fuel filter, oil filter, clutch parts, brake parts, wiper blades, bulbs, carbon brushes fuses etc.
- (xiv) Oil/grease and other fluids: engine oil, automatic transmission fluid, brake fluid, coolant, other lubricants, AC gas Etc
- (xv) Wear & tear related parts such as tires, engine mountings, transmission mountings, exhaust muffler mountings, other rubber mountings, suspension related parts, suspension bushings, suspension ball joints, Tie rod end etc.
- (xvi) Normal maintenance service such as engine tune up, cleaning & polishing, headlights & taillights and headlight aiming, replacement of filters, key fob batteries, light bulbs, spark plugs, drive belts, clutch, silencer, catalytic converter, fuse & relay
- (xvii) Other parts such as pulleys, dampers, bearings, tensioners, ignition coils, etc.
- (xviii) Wheel alignment, wheel balancing, Body and paint related complaints
- (xix) Rubber and plastic parts including oil seals.
- (xx) Corrosion related components such as exhaust mufflers, wheel rims, etc.
- (xxi) Replacement or recharging of battery

(xxii) No free repairs shall be made under Renault Secure if it is found that the Vehicle Identification number like chassis/engine number, odometer reading have been tampered with / or not matching with master data available at Dealer / Us.

- (xxiii) Damages to the Vehicle due to any of the causes listed below
 - a) Misuse, improper operation / storage / transportation / modification / maintenance or repairs not in accordance with Our India specifications;
 - b) Accidents and general damages caused by external forces, fire, collision, rat bite theft or secondary damages based on any of these occurrences and consequential damages occurred due to accidents
 - c) Use of non-genuine / counterfeit part;
 - d) Use of lubricants or accessories other than those approved by Us;
 - e) Exceeding permissible capacities such as overloading, passenger, speed and rpm limitations;
 - f) Driving the Vehicle under severe conditions such as un-pliable or waterlogged roads, in races or rallies;
 - g) Natural disasters including but not restricted to earthquakes, storms, floods, fire and accidents;;
 - h) The indirect and remote consequences of any fault (loss of operation, duration of immobilization, etc.)
 - i) Vehicle components which have undergone conversion work, and/or specification and design changes and the consequences (deterioration, premature wear and tear, alterations, etc.) of the conversion work on the Vehicle parts or components, or on its specifications.
 - j) The costs incurred by You for routine periodic maintenance.
 - k) Replacement of parts due to wear and tear resulting from use of the Vehicle or from its mileage, clutch, wiper blades, brake drum, brake disk, brake pads, brake shoe, lamps, spark plugs, belts, linings, bulbs, fuses, relays, parts made of rubber and plastic, glass, remote key batteries, lenses, mirrors, Lower arm, silencer & muffler, clutch disc plate, clutch cover assembly, Cables (clutch, accelerator, gear, brake & Hood open cables), drive belts (other than timing belt). Water ingress / fogging in exterior / interior lamps, struts, ball joints, tie-rod, boots (axle, gear lever & steering), suspension linkages, gaskets, "O"-rings, door striker, any mountings & brackets.
 - l) Normal ageing, deterioration or rusting of plated parts, paint coat peel off, rubber parts, upholstery, soft trim etc.
 - m) Poor Vehicle maintenance, in particular if the instructions for the treatment, the frequency of maintenance or care to be applied to the Vehicle set out in the Maintenance Service Booklet and the Driver's Handbook have not been observed
 - n) Due to lack of use / operation of Vehicle over prolonged period[s];
 - o) Misuse, abuse, negligence, improper driving habits, theft etc. of the Vehicle;
 - p) Damage from stress, like use of Vehicles in races, rallies etc.
 - q) Use of parts other than Renault Genuine Parts.
 - r) Modifications, alterations, tampering or improper repair.
 - s) Parts used in applications of which they were not designed or not approved by RPL. Any device and/or accessories not supplied by Us;
 - t) Slight irregularities not recognized as affecting quality or function of the Vehicle or parts, such as slight noise or vibrations, or items considered characteristic of the Vehicle

VIII. Service Term:

- a. The Benefits of the Renault Secure Plan begin only when the Manufacturer's Warranty/Existing Renault Secure Plan expires and ends on expiry of the Service Term.
- b. The Renault Secure Plan commencement date and the Renault Secure Plan end date are set out in Your Service Certificate.
- c. No consideration is refunded when the Renault Secure Plan ends due to any reason whatsoever.

IX. Non-Cancellation of the Renault Secure Plan

- a) This Renault Secure Plan is non-cancellation. However, in extreme circumstances We may entertain request for cancellation of the Renault Secure Plan only if there is no Service Request has been intimated by You. Your cancellation request is to be in writing and notified to the Authorized Dealer within 15 days from the purchase of the Renault Secure Plan.
- b) We may cancel this Renault Secure Plan for the following reasons: fraud or material misrepresentation by You, Your non-payment of consideration or Your failure to comply with the conditions of this Renault Secure Plan or owner's manual. No consideration will be refunded if We cancel this Renault Secure Plan due to fraud or material misrepresentation by You.

X. Service Request:

- a) Review Our product manual and instructions, as this will often pinpoint what is wrong and advise You how to remedy the failure. If this fails to identify the problem or depending on whether the Vehicle is in a condition to be driven, You shall drive it or have it properly towed without delay, to the nearest Authorized Dealer to raise the Service Request and repair.

- b) In the event of failure, You must immediately take all necessary steps to minimize the extent of loss
 - c) A reasonable time to complete the repairs must be allowed after the Vehicle is reported to the Authorized Dealer.
 - d) You are responsible for paying for any other work that You may have asked the Authorized Dealer to perform which is not within the scope of the Renault Secure Plan.
- e. Additional Conditions Governing Service Request:** Any costs incurred, or repairs caused directly or indirectly by or contributed to or required in consequence of the below mentioned conditions shall not be covered by Us:
- (i) non-compliance by You with the Terms and Conditions of the Renault Secure Plan and/or Manufacturer's Warranty relating to the maintenance of the Vehicle.
 - (ii) No liability will be accepted for any damage caused by war, civil war, rebellion, invasion, insurrection, hostilities, confiscation, nationalization or loss resulting from order of government or local authority, ionizing radiation or contamination by radioactivity.
 - (iii) Any increased loss or damage through the Customer's or any other User of the Vehicle's own act, omission or negligence.
 - (iv) Fire, collision, frost, snow, ice, flooding, freezing or corrosion.
 - (v) Wear, tear, gradual breakdown and/or deterioration of the covered parts.
 - (vi) The failure of parts not listed as covered in the Renault Secure Plan or parts which were incorrectly fitted or were of a substandard nature at the time of fitting and failures due to insufficient servicing.

XI. Renault Roadside Assistance

Renault Secure Plan comes with complementary benefit of Renault Roadside Assistance during the Service Term. For assistance / details, kindly contact 1800 300 44444 (Toll Free) or Your nearest Authorized Dealer.

Basic key Renault Roadside Assistance features:

- a) Battery Jump starting / replacement in run down batter
- b) Emergency fuel refill of 5 liters (subject to a usage of once per year per customer
- c) Flat tire assistance using spare wheel
- d) In the event of Vehicle immobilized or accident, towing assistance to the nearest Renault authorized dealer
- e) First hand assistance of technical problem over phone
- f) Onsite Minor repairs (Parts & consumables are chargeable)
- g) Facilitate food, water & first aid as per the situation
- h) Dealer Locator & Route guidance
- i) Lost and locked key/keypad assistance
- j) Urgent message reply to friend and family
- k) Medical and concierge Services

Incidental expenses shall be borne by You not limited to road permit fee, toll fee, Octroi etc. Renault Roadside Assistance will be available in India except the following geographical areas: Arunachal Pradesh, Meghalaya, Mizoram, Manipur, Nagaland, Sikkim, Tripura, J&K, Andaman & Nicobar islands and Lakshadweep

We have authorized an independent third party to provide Renault Roadside Assistance services.

XII. Transfer:

If You sell or gift the Vehicle, the Renault Secure Plan could be transferred to the new owner of the Vehicle for the unexpired portion of the warranty coverage. The same should be informed to Us through the Authorized Dealer within 10 Days of completion of the transfer of the Vehicle

XIII. Privacy

- a. You consent to allow the use of the personal information by Us for the purposes of providing the various services under the Renault Secure Plan. We respect Your privacy and the confidentiality of Your personal information so collected by Us or on Our behalf and shall take all reasonable steps to protect it and maintain its confidentiality.
- b. You also hereby consent to the personal information being disclosed by Us to any third party for providing additional services or services under this Renault Secure Plan or if so required by law.
- c. You acknowledge that We may engage third parties including service partners for the fulfilment of the services and You hereby consent to Us disclosing, to the extent relevant, Your personal information and/or details of Renault Secure Plan availed by the You to inter alia (a) Our affiliates service partners including but not limited to the Program Manager (b) to Our suppliers, vendors, for the purposes of rendering services to You.
- d. You hereby consent to receiving periodic service related SMS/email communication from Us

XIV. Miscellaneous Conditions:

- a) The services under the Renault Secure Plan shall be provided by the Authorized Dealer.
- b) However, the Program Manager on Our behalf reserves the right to take final decision on all the Service Request raised under the Renault Secure Plan. This Renault Secure Plan has no surrender value no refund of warranty charge and it cannot be transferred to any other Vehicle. The Renault Secure Plan is not an insurance product.
- c) Only Program Manager is authorized by Us to administer the Renault Secure Plan and no Our dealer or its agent or employee is authorized to modify or enlarge the scope or condition on Our or the Program Manager's behalf.
- d) Pre-existing concerns or fault occurred during Manufacturer's Warranty diagnosed prior to the expiry Manufacturer's Warranty will not covered in the Service Term.

XV. Notices

Any notice required under the Renault Secure Plan shall be sent to the Authorized Dealer by quoting the Service Certificate number mentioned on Your Service Certificate.

XVI. Jurisdiction

The Renault Secure Plan shall be governed by the laws of the Republic of India.