

## ATHER WARRANTY POLICY

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This warranty policy (the “**Warranty Policy**”) sets out and governs the terms and conditions of the manufacturer warranties provided by Ather Energy Limited (“Manufacturer or “Ather””) through Evolution Auto (Pvt) Limited, a company incorporated in and under the laws of Sri Lanka and having its registered office at 7th Floor, Sino Lanka Tower “B” No. 1090, Sri Jayawardenapura Mawatha, Rajagiriya (hereinafter referred to as “**EAPL**”), to its customers or users (“**Customer**”) in respect of the Vehicles and associated components manufactured by Ather and distributed by EAPL and purchased by the Customer within the territory of Sri Lanka.

Any statement, condition, representation, description or warranty otherwise contained in any catalogue, advertisement or other publication shall not be construed as enlarging, overriding or otherwise varying anything contained under and in terms of this Warranty Policy.

All capitalized terms used under this Warranty Policy, but not defined, shall have the same meaning as under the Purchase Terms. This Warranty Policy will be deemed to be a part of the Consolidated Terms as defined under the Purchase Terms and accordingly, all the miscellaneous and other provisions that form a part of the Purchase Terms are incorporated herein by reference and made a part of this Warranty Policy as if fully set forth herein.

The limited warranties, warranty period and applicable terms, conditions and exclusions are set out in this Warranty Policy.

### 1. DEFINITIONS

In this Warranty Policy, the following words will have the meanings assigned to them in this clause, except where inconsistent with the context:

- 1.1 “**Battery**” means the lithium-ion battery which is provided with the Vehicle.
- 1.2 “**Normal Use**” means: (i) the use of Warranted Part(s) in the manner intended for a rider and passenger on the Vehicle with proper safety equipment as described in the User Manual, in accordance with local laws and regulations; (ii) charging the Battery only using charger provided by the EAPL; (iii) correctly following the storage protocols and usage protocols as defined in the User Manual; and (iv) undertaking routine care and preventive maintenance of the Vehicle - including the Warranted Part(s), as described in the User Manual.
- 1.3 “**Charger**” means the off-board charger provided along with the Vehicle at the time of sale.
- 1.4 “**Defect**” means a condition that restrains the normal use of the Warranted Parts due to a manufacturing defect apart from what is mentioned in clause 3 below.
- 1.5 “**Vehicle**” means the **Ather 450X** series and **Rizta Series** electric two-wheeler, including its Battery and Charger.
- 1.6 “**Warranted Part(s)**” means the Battery, Charger and each component of the Vehicle, other than any consumable parts including oil, rubber parts, plastic parts, tyres or any other part as determined by, and at sole discretion of, EAPL.
- 1.7 “**Warranty Period**” in respect of each Warranted Part(s), shall mean a period ending upon:

## ATHER WARRANTY POLICY

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From the date of the sale Invoice for the Vehicle issued to the Customer, whichever occurs first, regardless of any change of Vehicle ownership during such Warranty Period. The Warranty Period shall expire upon the earlier of 5 (five) years or 60,000 kilometres or the earlier of 8 (eight) years or 80,000 kilometers (if applicable through extended warranty terms), from the date of the sale Invoice for the Vehicle issued to the Customer, whichever occurs first.

1.8 “**User Manual**” or Quick Start Guide means the manual detailing the technical specifications and guidelines on usage and maintenance of the Warranted Part(s).

### 2. WARRANTIES

2.1 This Warranty Policy shall only be applicable for Vehicles purchased and used within the territory of Sri Lanka.

2.2 Subject to the conditions and exclusions listed herein, EAPL warrants that, under Normal Use: (a) the Warranted Part(s), manufactured by Ather and sold by EAPL under the brand name of ‘Ather’ shall be free from any manufacturing defect in material or workmanship during the Warranty Period; and (b) the nominal storage capacity of the Battery, as measured by Manufacturer’s standard testing procedure, shall not degrade beyond 30% of the published nominal capacity during the Warranty Period.

2.3 EAPL’s sole obligation under this Warranty Policy shall be limited to either repairing or at its discretion replacing by itself or through its Retail Partner, those Warranted Part(s) which upon examination by EAPL, are proven and determined to EAPL’s satisfaction to have a Defect which is not caused as a result of an excluded event set out under Clause 3 of this Warranty Policy or by any other act of commission or omission of the Customer. EAPL may perform such repairs as EAPL deems fit, in order to restore the original functionality of the Vehicle.

2.4 In the event of part replacement, EAPL reserves the right to select and use suitable replacement parts at EAPL’s sole discretion. All parts removed or replaced under this Warranty Policy will become the property of EAPL and the Customer shall have no right therein.

2.5 Warranty for the parts that have been replaced or repaired shall be effective only for the balance term of the Warranty Period.

2.6 All repairs or replacements conducted under warranty shall only be applicable if done by the authorised Retail Partners at authorised service centres.

### 3. EXCLUSION

EAPL shall not have any obligation under this Warranty Policy in respect of the following:

3.1 Damage or defects to the Vehicle or Warranted Part(s) arising out of or as a consequence of:

- (a) vehicular accidents, collisions, or any objects striking the Vehicle or Warranted Part(s);
- (b) theft or vandalism;
- (c) negligence in maintaining the Vehicle or Warranted Part(s);
- (d) use of the Vehicle or Warranted Part(s) otherwise than as will be considered Normal Use;
- (e) access to or modification of any technology or software incorporated in the Vehicle or Warranted Part(s);

## ATHER WARRANTY POLICY

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- (f) installation or use of any non-recommended parts/equipment or accessory and any consequential damage arising thereof;
  - (g) use of non-recommended consumable including without limitation any oils, fluids, and seals that are not sold or approved by EAPL;
  - (h) any modifications made to the Vehicle or Warranted Part(s) by any entity other than EAPL or the entities authorized by EAPL;
  - (i) continued operation of the Vehicle or Warranted Part(s) after a warning notifying the Customer of a mechanical or operational problem;
  - (j) Customer's failure to keep the software of the Vehicle up-to-date;
  - (k) lifting the Vehicle at the wrong points, or any other damage caused by or while transporting the Warranted Part(s) by any means;
  - (l) an act of god or environmental factors, including, but not limited to, earthquake, war, terrorist attack, exposure to sunlight, airborne chemicals, lockouts, strike, riots, frost, tree sap, animal or insect droppings, road debris (including stone chips), industrial fallout, rail dust, salt, hail, floods, wind storms, acid rain, fire, water damage, contamination, lightning, animal or rodent related damages, and other environmental conditions;
  - (m) use of the Vehicle for any purpose other than for ordinary transportation including, without limitation, any motor sports event, racing or off-road driving;
  - (n) exposing the Battery to direct flame or flooding of the Battery;
  - (o) failure of another part which are not Warranted Part(s) of the Vehicle, except manufacturing defect;
  - (p) overloading the Vehicle beyond the limits prescribed in the User Manual;
  - (q) failure to charge the Battery for prolonged periods;
  - (r) failure to follow the instructions regarding no use of Vehicle for longer than five (5) days as prescribed in the User Manual;
  - (s) insufficient ventilation/choking/insulation of heat dissipating components arising due to negligence of the Customer or non-compliance with maintenance requirements as detailed under the User Manual; and / or
  - (t) failure to report any defect in any Warranted Part(s) to EAPL or its Retail Partner within a period of 5 (five) days resulting in additional costs or additional damages to any other Warranted Part(s) or the Vehicle.
- 3.2 Defects in any Warranted Part(s) or normal wear and tear which is repaired or replaced during routine maintenance as a part of Normal Use such as charging system clean-up, head light focusing, and the adjustment of clutch and brakes;
- 3.3 General appearance of normal noise and vibration, including, but not limited to, general knocks, creaks, squeals, rattles, and wind and road vibration;
- 3.4 In the event the Vehicle or any Warranted Part(s) have been assembled, disassembled, serviced, repaired or otherwise modified by any unauthorized third-party, in any manner, or using parts or tools not authorized by EAPL, or using Warranted Part(s) in conjunction with parts or tools not made or recommended by EAPL;
- 3.5 Any damage or defect in nature of normal wear and tear including, without limitation, with respect to the brake pads, belt, seals, bushes, and in all consumables including but not limited to oil and fluids;

## **ATHER WARRANTY POLICY**

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- 3.6 Discolouration or tint in the color, change in surface luster of the painted, glass, plastic & rubber components of the Warranted Part(s), damage caused due to polished aluminum items, or trim deterioration caused by normal wear and tear;
- 3.7 Vehicles on which the vehicle identification number/chassis number and motor serial number has been deleted, defaced, altered or otherwise tampered with;
- 3.8 Any other damage or defect in the Vehicle or Warranted Part(s) which is caused by the misuse, fault, accidental repair or negligence of the driver of the Vehicle;
- 3.9 Any repair or replacement required as a direct result of unauthorised modifications of the Vehicle or the Warranted Part(s).
- 3.10 Any other damage or defect to the Warranted Part(s) of the Vehicle due to atmospheric effects and / or environmental factors.
- 3.11 Any other damage or defect to the Vehicles on which any warranty services are not availed when due.
- 3.12 Any other damage to or defects in the Vehicles on account of improper transportation by the Customer or any third-party.
- 3.13 Defect in any consumable parts, rubber parts, plastic parts, or tyres of the Vehicle.
- 3.14 Any liability for any lost time, inconvenience, loss of transportation, or any other indirect, remote, incidental or consequential damages that a Customer or anyone else may incur as a result or defect covered by the warranties under this Warranty Policy.
- 3.15 It is clarified that the SIM card that is bundled with the Vehicle is not intended to be replaced by the Customer and can only be replaced by EAPL or the entities authorized by EAPL and accordingly, any damage caused to the Vehicle due to an unauthorized attempt to replace the SIM card made by the Customer or any third party will not be attributable to EAPL or entities authorized by EAPL.
- 3.16 Any warranty provided by the original equipment manufacturer of the parts/component.

#### **4. OTHER TERMS AND CONDITIONS**

- 4.1 The Customer shall be solely responsible to read, understand and familiarize himself or herself with the User Manual, this Warranty Policy, the Purchase Terms and all the product warnings before operating the Vehicle. EAPL or the entities authorized by EAPL will not be held liable for any special, indirect, remote, incidental or consequential damages of any kind including depreciation, loss in value of the Vehicle, loss of use or income due in full or part directly or indirectly due to a breakdown of the Vehicle. Further, the Customer shall be responsible for:
  - (a) Engaging in the proper use of, and performing all recommended and necessary routine care and preventive or scheduled maintenance of the Vehicle and Warranted Part(s) in accordance with the User Manual at EAPL's Authorized Service centre(s);
  - (b) Making sure that all documentation related to the Vehicle is retained at all times, and for producing the same to the Retail Partner or service center for verification of the relevant details;

## ATHER WARRANTY POLICY

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- (c) Making sure to present the Vehicle to a Retail Partner or service center for any warranty repair as soon as possible after a defect is detected after duly informing EAPL of such Defect;
  - (d) Complying with all applicable laws governing the operations of a vehicle, generally, and an electric vehicle, specifically;
  - (e) Installing the Vehicle's software updates on receipt of a notification regarding the availability of an update from EAPL within a reasonable time period;
  - (f) Complying with any recall advisories issued by EAPL;
  - (g) Only carrying passengers and cargo within the load limits specified in the User Manual; and
  - (h) Conveying the User Manual and all safety warnings, instructions, and this Warranty Policy in the event the Vehicle is sold, loaned, or otherwise transferred to another person.
- 4.2 EAPL shall only bear the costs of material and labour for the replacement of any Warranted Part(s) under this Warranty Policy. Any additional costs including, without limitation, transportation costs, etc. will not be covered under this Warranty Policy and shall be the sole responsibility and risk of the Customer.
- 4.3 THE LIMITED WARRANTY PROVIDED FOR IN CLAUSE 2 ABOVE IS, SUBJECT TO THE REMAINING PROVISIONS OF THIS POLICY, THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH THE SALE OF THE VEHICLE AND BATTERY BY EAPL AND MANUFACTURER. EAPL AND ATER DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND / OR FITNESS FOR A PARTICULAR PURPOSE – HOWEVER, WHERE ANY WARRANTY IS MANDATORILY IMPLIED BY APPLICABLE LAW, SUCH IMPLIED WARRANTIES SHALL, TO THE EXTENT THAT THEY CANNOT BE EXCLUDED IN THEIR ENTIRETY, BE LIMITED IN DURATION TO THE STATED PERIOD OF THIS WRITTEN WARRANTY.
- 4.4 On expiry of the Warranty Period, all repairing or replacement services to be provided by EAPL or through its Retail Partner shall be chargeable at such rates as may be specified by EAPL from time to time, subject to any subscription by the Customer to the EAPL Subscription Services.
- 4.5 EAPL or its Retail Partner reserves the right to use the data logged against, and collected through, the Vehicle to determine the validity of any claims made by the Customer.
- 4.6 This Warranty Policy has been provided by EAPL, and no other entity – including, its authorized Retail Partners, service centers, employees or agents, shall have the authority to amend, add to, extend or otherwise modify the warranty provided under this Warranty Policy in any manner – whether in writing, by conduct or otherwise.
- 4.7 EAPL shall have the right to make changes to the design or functioning of its Vehicle from time to time and shall not be under any obligation to provide these changes for Vehicles that have been previously sold by it.

## ATHER WARRANTY POLICY

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- 4.8 Any statement, condition, representation, description or warranty otherwise contained in any catalogue, advertisement or other publication shall not be construed as enlarging, varying or overriding anything contained under this Warranty Policy.
- 4.9 EAPL and/or Ather reserves the right to update and modify this policy, from time to time. Your continued use of the Vehicle, EAPL Services and/or the EAPL Technology shall indicate Your acceptance of the revised policy.