

## Terms Of Use

Please read these terms of use carefully before using marutisuzuki.com or other websites (collectively, "Maruti Web Sites") of Maruti Suzuki India Limited (hereinafter referred to as "Maruti"). Usage of any Maruti Web Site indicates unconditional acceptance of these terms.

**CHILDREN** Children below 18 years of age are not permitted to use the Maruti Web Sites without the permission of their parents/guardians. If you are a child, please get your parent/guardian to read and accept these terms of use before you use the Maruti Web Sites. Also, do not give your or their name, address, phone number or email address without their permission.

**FOR WHOM** Maruti Web Sites are primarily for the use of citizens of India residing in India. No offer of any kind is made to any others. Maruti is not liable for any use whatsoever made by any others, of any information on Maruti Web Sites, including but not restricted to, specifications or prices of any of Maruti's products or services.

**GENERAL** This agreement is governed by the laws in INDIA. By using the site, you hereby consent to the exclusive jurisdiction and venue of courts in New Delhi, India, in all disputes arising out of or relating to the use of the Maruti Web Sites. Use of the Maruti Web Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Maruti as a result of this agreement or use of the Maruti Web Sites.

Maruti performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Maruti's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Maruti Web Sites or information provided to or gathered by Maruti with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law (including, but not limited to, the warranty disclaimers and liability limitations set forth herein), then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the agreement shall continue in effect. Unless otherwise specified, this agreement constitutes the entire agreement between the user and Maruti with respect to the Maruti Web Sites and it supersedes all prior or contemporaneous proposals and communications, whether electronic, oral or written, between the user and Maruti with respect to the Maruti Web Sites.

Terms and Conditions for online booking of Maruti Suzuki and NEXA Models by Maruti Suzuki India Limited (“MSIL”) with an authorized Maruti Suzuki or NEXA dealer of MSIL

1. **“Customer” means a prospective customer interested in online booking of Maruti Suzuki or NEXA Models from an authorized Maruti Suzuki or NEXA Dealer of MSIL and includes any Individual/ Firm/ Proprietorship/ Company or other legal entity.**
2. **In the event that the Customer is booking on behalf of another person, the necessary details of such other person is also required to be mentioned and the requisite details of such other person are required to be produced at the Authorized Maruti Suzuki or NEXA Dealership as per requirement by the Authorized MSIL Dealer.**
3. **In the event that the Customer wants to make a booking of more than one vehicle, the booking process is required to be repeated. In other words, one vehicle can be booked per booking.**
4. **The online booking facility is for the convenience of the customers.**
5. **The details of the Customer as provided by the Customer shall be used by MSIL and it’s Authorized Dealers (Maruti Suzuki or Nexa) for all correspondences with the Customer.**
6. **Booking is allowed only with the authorized Maruti Suzuki or NEXA Dealers of MSIL as mentioned on the Maruti Suzuki or NEXA Website.**
7. **The Customer is requested to thoroughly read and understand updated specifications, features of MSIL (Maruti Suzuki or Nexa) Models posted on the official Maruti Suzuki and NEXA websites before making their choice. The choice of variants of the MSIL Models (Maruti Suzuki or NEXA models) would be updated on the Maruti Suzuki or NEXA Website from time to time and shall be subject to availability at the selected Authorized MSIL (Maruti Suzuki or Nexa) Dealership.**
8. **The price of the vehicle shall be as applicable on the date of invoicing of the vehicle. The prices are subject to change and we are not responsible / legally bound to inform you in advance.**
9. **All formalities with respect to purchase of MSIL MODELS (Maruti Suzuki or Nexa), including but not limited to the registration process shall be performed at the respective Authorized MSIL (Maruti Suzuki or Nexa) Dealership.**
10. **The sale and delivery of MSIL MODELS (Maruti Suzuki or NEXA) shall be subject to fulfillment of all applicable statutory obligations and submission of requisite supporting documents. The originals of these documents will need to be produced at the Authorized MSIL (Maruti Suzuki or NEXA) Dealership. In the event of the Customers failure to ensure compliance of these requirements, the booking amount paid by the Customer is liable to be forfeited.**
11. **MSIL shall not be responsible for the collection of booking amount or entire payment for MSIL MODELS (Maruti Suzuki or NEXA). The Collection of payment and the delivery of MSIL (Maruti Suzuki or NEXA) MODELS shall be the responsibility of the Authorized MSIL Dealer (Maruti Suzuki or NEXA).**
12. **All parties shall ensure the compliance of the applicable provisions of the Information Technology Act, 2000 and its allied rules as amended from time to time.**
13. **The Terms of Use and the Privacy Policy provided on “[www.marutisuzuki.com](http://www.marutisuzuki.com)” and “[www.Nexaexperience.com](http://www.Nexaexperience.com)” shall be deemed to be a part and parcel of these terms and conditions.**

**14. We assume that you have read all terms and conditions before going ahead with online booking.**

**Acceptance of Payment towards booking**

- 1. Acceptance of online booking payment is taken on behalf of the Authorized MSIL (Maruti Suzuki or NEXA) Dealer by a payment gateway.**
- 2. The online booking engine is available at “www.marutisuzuki.com” and “www.Nexaexperience.com” whereas payment gateway is powered by the Intermediary providing payment gateway and merchant services..**
- 3. Payments made by the Customer for online booking of MSIL MODELS (Maruti Suzuki or Nexa) through payment gateway IMS are subject to the terms and conditions as provided by the payment gateway intermediary/ merchant service provider. MSIL or its Authorized Dealers (Maruti Suzuki or Nexa) would not be responsible for any non-payment or wrong payment made in respect of the booking through the payment gateway.**
- 4. The Booking amount for MSIL Models (Maruti Suzuki or Nexa) will be displayed on “www.marutisuzuki.com” and “www.Nexaexperience.com”. You cannot pay more or less than the mentioned amount for online booking of Maruti Suzuki or NEXA Models.**
- 5. The Booking Amount can be paid online using Debit Card/ Credit Card/ Internet Banking.**
- 6. Processing fees for booking amount paid by the Customer will be borne by the Authorized MSIL (Maruti Suzuki or Nexa) Dealer.**
- 7. The Customer needs to provide accurate and complete information while filling the form online.**
- 8. After online submission of the form and the valid online payment transaction, the system will generate a Payment Confirmation Reference Number and receipt of payment towards the booking amount. The Customer shall use the reference number and receipt to communicate with the Authorized MSIL (Maruti Suzuki or Nexa) Dealer.**
- 9. The booking shall be binding only after the receipt of the full balance price of MSIL MODELS (Maruti Suzuki or Nexa) and submission of requisite supporting documents. Until then, the online booking is merely a request on part of the Customer and an indication of an intention to sell on the part of the Authorized MSIL Dealer (Maruti Suzuki or Nexa) and does not result in a booking confirmation or contract of sale and does not impose financial implications on MSIL or the Authorized MSIL Dealer (Maruti Suzuki or Nexa) except as provided herein in these terms and conditions.**
- 10. MSIL retains the right to revise the specification, standard fitment and/or accessories of/for MSIL MODELS (Maruti Suzuki or Nexa) or introduce new variants or their versions or discontinue earlier variants or versions.**

**Delivery of MSIL (MARUTI SUZUKI OR NEXA) MODELS**

- 1. The waiting period and the expected delivery date shall be communicated by the Authorized MSIL Dealer (Maruti Suzuki or Nexa).**
- 2. The Customer is required to follow the cancellation/refund procedure as mentioned herein.**

## Cancellation, Modification, Refund

1. Cancellation request, if any, should be placed by the customer online in case of online bookings. Please note that there will be no offline cancellations at the Authorized MSIL Dealership (Maruti Suzuki or Nexa) for online bookings.
2. There will be no booking cancellation charges if the customer cancels the booking.
3. The online booking amount shall be refunded to the Customer through the same mode that used for making the payment for booking. It takes 25-30 days\* for the amount to get refunded. No cash payments would be made by the Authorized MSIL Dealership (Maruti Suzuki or Nexa) to the Customers.
4. \* The refund, once processed from MSIL Dealer (Maruti Suzuki or Nexa) [acquirer/acquiring bank] end, is credited to the pool account of the issuer bank. The actual credit posted to the cardholder's account is subject to an internal reconciliation process by the issuer bank. If the funds have not been credited to the cardholder's account, he/she may be advised to approach the issuing bank customer care or escalate appropriately within the issuing bank for resolution.
5. If any other amount is paid offline by the customer to the Authorized MSIL Dealer (Maruti Suzuki or Nexa) towards the price of the MSIL Model (Maruti Suzuki or Nexa), Accessories or statutory requirement, then the customer has to claim the said amount offline from the Authorized MSIL (Maruti Suzuki or Nexa) Dealer and no online transaction shall be made in this regard.
6. No changes and/or modification are allowed online for MSIL MODELS (Maruti Suzuki or Nexa) after the Booking has been made.
7. For any change/modification, the existing booking is supposed to be cancelled and the fresh booking is required to be made.

## General Terms

1. MSIL reserves the right to amend these Terms and Conditions and may withdraw or discontinue the offer of online booking without prior notice.
2. MSIL or the Authorized MSIL (Maruti Suzuki or Nexa) Dealer shall not be responsible for delay, loss or non-receipt of online booking information or any other form of submission not contemplated herein.
3. MSIL reserves the right to change the variants, variant names and specifications at its own discretion and will make reasonable efforts to keep the Customer informed before the completion of the sales process.
4. MSIL and its Authorized Dealership (Maruti Suzuki or Nexa) will not assume any liability of any inability or failure on their part in executing any order registered by any Customer on account of any causes, constituting a force majeure or otherwise, beyond their control.
5. In case of any dispute, inconvenience or loss due to an act or omission of the Customer, the Customer agrees to indemnify MSIL and its Authorized Dealer (Maruti Suzuki or Nexa).
6. Any dispute relating to enforcement, interpretation or application of these terms and conditions shall be subject to Arbitration by single arbitrator appointed mutually by both the parties. The venue of Arbitration shall be at New Delhi. The Arbitration Proceedings shall be in accordance with the Arbitration and Conciliation Act,

1996 and its allied rules as amended from time to time. The Parties submit to the exclusive jurisdiction of the courts at New Delhi.

7. The Agreement shall be governed by the laws as applicable in India.
8. MSIL reserves the right to alter any terms and conditions or the process itself clause at its sole discretion as and when considered necessary. Reasonable efforts will be made to keep Customer informed of such changes.
9. By Booking online via the Maruti Suzuki or NEXA Website, the Customer accepts and agrees to the above terms and conditions and also gives his unconditional consent for being contacted for Maruti Suzuki Products/Services over your telephone/mobile phone/email/sms. Non-acceptance of any of these terms and conditions will result in disqualification.
10. The booking using this online facility is optional. MSIL MODELS (Maruti Suzuki or Nexa) can be booked and purchased without booking from the Maruti Suzuki or NEXA Website as well.
11. The offer to purchase MSIL MODELS (Maruti Suzuki or Nexa) subject to these terms and conditions is optional and the customer may choose not to book the MSIL MODELS (Maruti Suzuki or Nexa) in response to the offer.
12. MSIL, its Directors, Employees, Authorized Dealers (Maruti Suzuki or Nexa), Consultants assume no liability whatsoever for any direct or indirect loss or damage arising from a Customer's applying for purchase of MSIL MODELS (Maruti Suzuki or Nexa) as per the Terms and Conditions.
13. The Booking amount paid by the Customer shall be adjusted against the Purchase price of MSIL MODELS (Maruti Suzuki or Nexa) at the time of invoicing.
14. Pursuant to the booking, the Customer will be contacted by the assigned Relationship Manager at the earliest.

Please find below the disclaimers:

1. For appointment of Test Drive  
"The appointment is subject to terms and conditions as determined by the respective Dealership and will be subject to availability of the vehicle at their end."
2. For appointment of Showroom visit –  
"Appointment and preferable time slots is subject to final confirmation by the respective Dealership"
3. Booking of Service  
"Booking of Service is subject to terms and conditions as may be determined by the respective Dealership and appointment is subject to their final confirmation"
4. Get a quote (if ex showroom price then a disclaimer with asterisk "Ex-showroom Price" is to be mentioned.  
"Prices are indicative and its applicability is subject to the date of invoicing of the vehicle. For specific details, may contact your nearest dealership"