Genuine Motorcycle Accessories

(GMA)

ROYAL ENFIELD (A unit of Eicher Motors Ltd.)

WARRANTY POLICY

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WARRANTY POLICY

GENUINE MOTORCYCLE ACCESSORIES

This warranty policy (hereinafter called the "Warranty Policy")sets out the terms and conditions for the warranty being provided to the customer, by Eicher Motors Limited (hereinafter called "EML"/"Royal Enfield"/"RE"), in respect of the Royal Enfield Genuine Motorcycle Accessories (hereinafter called "GMA"/ "Genuine Motorcycle Accessories") purchased by the customer. This Warranty Policy is separate and distinct from the limited warranty that applies to the Motorcycle (hereinafter defined) purchased by a customer, and it does not extend or modify the warranty applicable to such Motorcycle. It only covers the Genuine Motor Accessories added to the Motorcycle.

The Warranty Policy should be read together with the owner's manual, Instructions Manual (as hereinafter defined)or any other document provided to the customer at the time of purchase of the GMA from the Royal Enfield's authorised distributor, dealer or Royal Enfield owned store (as the case maybe).

IMPORTANT: Please make sure you have read and understood these terms and conditions.

1. Objective

(a) To provide support to customers in case of any manufacturing defect reported in the Genuine Motorcycle Accessories within the given Warranty Period.

(b) To resolve and provide necessary countermeasures for defects reported by the customer, through Royal Enfield's Authorized Dealers/ Distributor/ Service Centers.

2. Definition

(a) Authorized Dealer /Distributor/ Service Centre: shall, severally, mean any person authorized by EML to sell, distribute and/or service the GMAs.

(b) Component: shall mean and include any uniquely identifiable part, assembly, subassembly, system or subsystem inclusive of any software which is used or is distinctively necessary for the function and operation of the Genuine Motorcycle Accessories.

(c) Instructions Manual: shall mean and include the document containing detailed information on the RE recommended fitment and general guidelines on handling and usage of the Genuine Motorcycle Accessories.

(d) Motorcycle: shall mean and include Royal Enfield motorcycles.

(e) Specifications: this shall mean and include descriptive or calibrated specification for various Components and parts of the Genuine Motorcycle Accessories mentioned in the Instructions Manual.

(f) Warranty Period: shall have the meaning assigned to it under para 3 of this Warranty Policy.

3. Warranty Period

Royal Enfield Genuine Motorcycle Accessories are manufactured by following the best quality practices in respect of the material and workmanship. Subject to the terms of this Warranty Policy, Royal Enfield warrants that the GMAs will be free from manufacturing defects, under normal use and service.

Royal Enfield further warrants that each new Genuine Motorcycle Accessory sold by the Royal Enfield owned stores or Authorized Dealers / Distributors, will be covered by this Warranty Policy for the following duration:

3 (three) years, whichever is earlier, from the date of purchase of the relevant GMA(s) by the customer.

4. Scope

(a) GMAs purchased from the Authorized Dealer/ Distributor/ Royal Enfield owned store are warranted to correspond with the Specifications and shall be free from manufacturing defects, subject to customer abiding by the terms and conditions mentioned in this Warranty Policy.

(b) The Warranty Period shall begin from the date of retail sale of the Genuine Motorcycle Accessory(s) to the first legal purchaser and shall be carried over if there is subsequent sale during the Warranty Period. The retail invoice date is considered as the start date for the Warranty Period. Once the Warranty Period has begun, it cannot be stopped, interrupted or extended.

(c) If, during the Warranty Period, the Genuine Motorcycle Accessory is found to be not in accordance with the Specification, the customer shall notify the Authorized Dealer / Distributor/ Service Centre within a reasonable time after its discovery, providing the affected GMA, with proof of purchase/ invoice and any supporting information/documents, at customer's expense, to enable the Authorized Dealer / Distributor/ Service Centre to verify the nature and cause of the non-conformity and carry out its warranty obligations hereunder.

(d) For entitlement of warranty, it is necessary that the original proof of purchase (invoice) is submitted by the customer, in soft or hard copy, and clearly shows date of purchase.

(e) Subject to the foregoing, the defective components shall be repaired or replaced at the Authorized Dealer / Distributor/ Service Centre's option, at no charge to the customer for parts and labour, and if available, at the Authorized Dealer / Distributor/ Service Centre's workshops.

(f) The Warranty Policy will not apply if the Components have been added to, altered, abused, misused or tampered with by the customer or any third party, or otherwise operated contrary to applicable instructions.

(g) This Warranty Policy is the entire warranty provided by EML for its Genuine Motorcycle Accessories and no dealer ,its agents or employees are authorized to amend the warranty detailed herein. No Authorized Dealer / Distributor/ Service Centre or its agents or employee is authorized to provide any oral or written warranty on EML's behalf.

(h) During the Warranty Period, Royal Enfield's warranty obligations shall be limited only to repair or replacement of the faulty part(s)/Component(s)/GMA(s)with new part(s)/Component(s)/GMA(s) only if such faulty part(s)/Component(s)/GMA(s),upon examination, is deemed to have a manufacturing defect. Defective part(s)/Component(s)/GMA(s) which have been replaced under the warranty shall become the sole property of Royal Enfield.

(i) In order to avail warranty benefits by second or subsequent owner, the second or subsequent owner must inform the nearest Authorized Dealer / Distributor/ Service Centre about the purchase of the GMAs and shall fill in the requisite details in the form as requested by the Authorized Dealer / Distributor/ Service Centre.

(j) Customers must submit and/or allow capturing of JPEG pictures of the defect at the time of submitting their warranty claims.

5. <u>Qualification / Limitations</u>

(a) GMAs are manufactured primarily for the personal joy of riding. Hence, warranty will not cover the defect or damage attributable to use of the Motorcycle in any competition / racing / stage rallying / rental etc. Also, this warranty does not cover any defect or damage to a GMA which has been subjected to any external damage. External damage is considered damage to the product resulting from accidents, problems with abnormal electrical, mechanical failure from fitment made without using instructions provided, environmental conditions, misuse, negligence, alteration, abnormal use or any regular wear & tear that accumulates over the lifetime of the product.

(b) EML makes no other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. This warranty shall also not apply to the incidental or consequential damages, loss of time, inconvenience and loss of use of the Motorcycle, commercial loss or other consequential damage which includes, but is not limited to, loss or damage to personal property or expense of returning damaged units to the Authorized Dealer / Distributor/ Service Centre.

(c) In case the fitment of unapproved components or repairing of the GMA without the approved repair methodology of EML has directly resulted in failure of any of the other parts and Components or systems of the Motorcycle, then the EML warranty on all such damaged parts and Components shall become void. The assessment of such damage or system failure will be based on the technical analysis by EML, the decision of which shall be considered as final.

(d) Any normal wear and tear, includes but is not limited to the ageing of parts directly exposed to environmental conditions such as deterioration, dullness, rusting and or dis-colouring, shall not be covered under warranty. This consists of plated, buffed or painted parts, rubber components, upholstery, soft trim and plastic parts. This also includes internal corrosion/distortion of silencer baffles.

(e) Misalignment of assembled body parts that do not affect performance or functionality, Dis-colouring or mismatch of seat rexine, cushion etc.

(f) Oxidation of buffed / painted / powder coated items are not covered under the warranty.

(g) Any defect or damage attributable to any act of the customer shall not be covered under the warranty.

(h) EML or its Authorized Dealer / Distributor/ Service Centre will not accept any liability for damage caused by lack of servicing, abuse or the continued use of the Motorcycle after any fault has become evident.

(i) EML or its Authorized Dealer / Distributor/ Service Centre will not provide any warranty or accept any liability for any loss, damage or injury of whatsoever nature sustained by any person(s), property or Genuine Motorcycle Accessory (s) caused by or arising out of or in way connected with motor vehicle accidents, fire, storm, flood, theft, chemicals, contamination, environmental, hazards, vandalism, windstorm, damage, explosion, fire, freezing, fuels, lightning, road hazards, tsunami or any other natural calamities, war, civil war, civil rebellion, invasion, insurrection, hostilities, confiscation, nationalization, or loss resulting from order of government or local authority, ionizing radiation or contamination by radioactivity, malicious damage or any other loss, damage or liability not otherwise specifically covered.

(j) Insignificant defects which do not impact the performance, function or aesthetics of the assembled Genuine Motorcycle Accessory(s) will not be covered under the warranty.

(k) The defects arising from fitment of unauthorized and/or additional electrical loads will not be covered under the warranty.

(l) Electrical components like bulbs, fuses etc. and electronic components' failure due to repairs by external welding will not get covered under the warranty.

(m) Any damage due to non-adherence of maintaining tightening of fasteners / wheel alignment / tyre inflation will not be covered under the warranty.

(n) Any damage that results from any modifications not approved by EML will not be covered under the warranty.

(o) Damage due to use of Genuine Motorcycle Accessories, for purposes other than what Genuine Motorcycle Accessories is approved for, will not be covered under the warranty.

(p) Proper maintenance and periodic servicing is a must for claiming warranty.

(q) The warranty will not apply if the serial number /identification code is deleted, defaced, altered, effaced or removed.

(r) Warranty may become void for all instances attributable to:

- (i) Fitment of an accessory not deemed compatible according to EML fitting instructions.
- (ii) Incorrect fitment according to the fitting instructions including torque, sequence and/or compatibility with other GMA Components.
- (iii) Replacement of any part or Component sourced otherwise than from the Authorized Dealer / Distributor/ Service Centre.
- (iv) Use of inferior parts or tools.
- (v) Damages caused due to unauthorized alterations.
- (vi) Use of accessories not supplied or recommended by EML or not permitted under applicable law.
- (vii) Use of side cars.
- (viii) Use in rallies, off road conditions, dirt track, races etc.
- (ix) Involvement in accidents, collisions etc.
- (x) Use of any adulterated or non-recommended lubricant, grease, coolant, fuel etc.;

6. <u>List of Parts and Services Covered in Warranty</u>

All Components, other than those specified in para 7 below, are covered under standard warranty.

7. <u>List of Parts and Services Not Covered in Warranty</u>

(a) Normal ageing, deterioration or rusting of plated parts, paints coat, rubber parts, soft items, glass items, plastic parts etc.

(b) Damages caused by smoke, chemical, bird dropping, salt, stone chipping, scratches or any other external reason.

(c) Any GMA modified for use or installed on a RE Motorcycle model for which it is not designed or recommended.

8. **Warranty Repair**

(a) The Authorized Dealers/ Distributor/ Service Centres will repair or replace only such GMAs that are found to be defective, within the limits of the warranty detailed in this Warranty Policy.

(b) Any part/Component/GMA replaced under warranty becomes property of EML.

(c) Warranty replacements will be carried out only at the Authorized Dealers/ Distributors/ Service Centre's service facility.

(d) Only Royal Enfield Genuine Motorcycle Accessories will be used to replace any defective Components/GMAs under warranty.

(e) When a Component is to be replaced under warranty, the smallest subassembly possible, will be used.

(f) Components/GMAs repaired or replaced under warranty are covered only for the remainder of the original warranty period as dictated by the applicable retail sale date (customer must retain and produce, upon request, the original sales invoice/receipt).

(g) The obligation under this Warranty Policy is limited to the repair or replacement of Genuine Motorcycle Accessory(s), with no charges to the customer for Components or labour during the Warranty Period. Decision to cover any Component under warranty shall be at the sole discretion of EML.

9. Design Changes

EML has the right, at any time, to make design and/or specification changes to any Genuine Motorcycle Accessory without notice and/or obligation to make such changes or similar changes on previously manufactured Components and GMAs.

10. Final Warranty Claim Determination

Royal Enfield has the right to approve or reject any warranty claim(s) submitted by the customer(s).

11. Customer's Responsibility

(a) The customer shall take all possible steps to prevent further damage as soon as any defect/damage becomes apparent and within a reasonable time from such damage, notify the Authorized Dealer /Distributor/ Service Centre of such defect/damage.

(b) By purchasing any GMA(s), the customer assumes responsibility to ascertain and follow all applicable and international laws in having, owning, using, or transporting any such GMA(s).The customer expressly agrees to indemnify and hold harmless Royal Enfield for all claims resulting directly or indirectly from the purchase, ownership, transportation, or use of the GMA(s) in violation of applicable laws. Royal Enfield is not liable for misuse of any GMA(s) purchased from an Authorized Dealer /Distributor/Royal Enfield owner store.

12. Limitation of Liability; Disclaimer of Warranty

(a) Notwithstanding anything to the contrary contained in this Warranty Policy, Royal Enfield's aggregate liability under this warranty is limited to repairing or replacing the defective GMA(s), at its sole discretion. In no event, shall Royal Enfield be liable for any indirect, special or consequential or incidental damages or for injury to person or property, or for loss of time or for any commercial loss, or inconvenience or any other incidental, punitive or consequential loss/damage arising from the use of the GMA(s).

(b) The exclusive remedy for breach of this limited warranty is expressly limited to, at Royal Enfield's option, the repair or replacement of any Component or GMA that proves to be defective, and does not extend or create liability for consequential damages, costs or expenses, including loss of time, inconvenience, or loss of use of the GMA.

13. Personal Data

Royal Enfield may, as a result of the purchase of GMAs/ servicing of GMAs/ claiming of any applicable warranty during the Warranty Period, by the customer, receive personal data and information relating to such customer or third parties associated with the customer (such as spouse or family members, or relatives). Such data may be received from the customer, or from other sources, and some personal data may be recorded directly or indirectly by internal security systems of Royal Enfield or by other means. Royal Enfield may process such data for relevant and limited purposes and in this regard, customer expressly consents to the following:

(a) The processing of the personal data and information pertaining to the customer or the third parties associated with the customer, by Royal Enfield.
(b) The collection and processing of personal data and information about the customer for limited purposes.
(c) The worldwide transfer of personal data and information pertaining to the customer or the third parties associated with the customer, as may be in Royal Enfield's possession, to its service providers, dealers, suppliers, advisors and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of the customer's personal images and voices in marketing material, videos, etc.

In the event the customer wishes to withdraw the express consent provided in point 13 above, customer agrees to send an email at support@royalenfield.com specifying that the customer wishes to withdraw such consent and RE shall accordingly delete all the personal data pertaining to the customer, as may be available in the records of RE within a reasonable time, in accordance with applicable laws.

14. Governing Law; Jurisdiction

This Warranty Policy shall be governed by the laws of India and customer hereby consents to the exclusive jurisdiction of courts in Chennai, India.