

Name : _____ Email : _____ Mobile Number : _____

Address : _____

Model Purchased : **Pro 1114XP** **Pro 3015** Date of Purchase : _____ Day _____ Month _____ Year

Chassis Number : _____ Route of Operation : _____ Day _____ Month _____ Year

Competition Model Comparable : _____ Vehicle Registration Date (As per RC): _____

KM Reading (As per odometer) : _____ Average KM Running/Day : _____

Complaint/Issue : _____

Terms and conditions

VECV 7 speed LMD trucks [14-15T]: 7% better FE Promise by VECV

VE Commercial Vehicles Ltd.(VECV) Promises that its Fuel Efficiency Advantage Promise trucks (referred to as 'FEAP' hereupon) shall deliver 7% better FE than other equivalent vehicles in the same category under standard testing condition as defined in the offer document below.

The FE Promise (referred to as 'Offer' hereupon) provides that if the customer currently owns (through direct legitimate purchase from manufacturer's authorized dealership) any of FEAP and if this truck does not provide 7% better FE advantage over any of the equivalent vehicles in the same category (referred to as 'non Eicher truck' hereupon), under conditions defined in this document, then VECV proposes to reimburse the amount to the customer towards the difference in the mileage .

All customers who have purchased FEAP truck as per the terms and condition defined in this document will qualify for the Offer during the Offer period. The Offer shall be applicable up to the completion of either first three (3) months from the date of registration or four (4) months from the invoice date whichever is earlier, of FEAP truck purchased by the customer and after completion of 5000 km which is defined as the running-in period.

Offer details

1- Vehicle selection criteria:

The non Eicher truck to be eligible for this FE advantage Promise must comply with the following criteria:

- > The identified non Eicher truck must be a comparable vehicle (as defined by VECV to be comparable models and models available at the date of release of this offer) with matching configuration as that of a FEAP in terms of similar wheelbase, load body type and size, similar tyre make and performance characteristics, tyre size & tyre type (radial/ nylon/ tubeless), tyre condition & tyre tread depth, similar vehicle age & kilometer coverage, similar configuration (like same capacity fuel tanks, wind deflector fitment, etc.) equivalent emission norm (BSIV) and non-Eicher truck.
- > Offer applicable for trucks of 14-15T GVW range only
- > The Non Eicher truck selected for testing purposes shall have been manufactured in compliance with all applicable rules and regulations.
- > The trial truck must be in the original state and must not have undergone any mechanical/ vehicle/ software modification/ special additive in fuel/ oils in any manner which may lead to enhanced performance or any other implication. If at any time any such modification is identified by VECV, the Offer shall stand to be null and void.
- > Before start of trials vehicle need to undergo with check list for proper health of vehicle and if any disturbance observed the setting need to be done as per the standard specification. If during test some disturbance observed, setting need to be done as per the standard process
- > The non Eicher truck must provide a FE such that FE gap with FEAP truck is lower than the claimed 7% advantage, by undergoing a back-to-back trial as per the trial protocol defined in this document and/or Pre-trial sign-off document. Other than the trial any stated FE or any standalone trial done by the customer will not be considered under this offer.
- > Trucks made in India and sold in India through authorized dealership only shall be considered for coverage under this Offer.
- > The back-to-back trials are applicable for only rated GVW or lower and not for any load beyond rated GVW of the truck. A Customer will be entitled to avail the Offer trial only once, for each FEAP owned vehicle /vehicle fleet. Multiple claims for the same vehicle or other vehicles owned by customer shall not be valid.

2- Customers eligibility for this Offer

- > Any resident Indian adult citizen with current ownership of FEAP is eligible for this Offer.
- > A Customer will be entitled to avail the Offer trial only once, for each FEAP owned. Multiple claims for the same vehicle shall not be valid.
- > This Offer related contract between VECV and the customer is not to be shared/disclosed to any third party in any manner including (but not restricted to) any media format. Any act of breach in this respect shall make the Offer null and void.
- > A Customer may undertake the Offer trial on his/her own free will as per the Offer terms and conditions.
- > VECV employees and their families, agents and business partners directly or indirectly related to VECV or their contractors are not eligible to participate in the Offer.

3- Offer claim process

The process for requesting a claim under the Offer is as listed below, and any deviation from the defined process shall render the Offer null and void

- > The Customer must understand and agree to all the Terms and Conditions of participation before submitting the claim against Offer and even otherwise. Once the Offer claim is submitted it shall be non-negotiable.
- > The participation in the Offer shall be made either through
 - a) an online Claim form on VECV website (<https://www.eichertrucksandbuses.com/feap/>) or
 - b) through completely filled form downloaded from the website (<https://www.eichertrucksandbuses.com/feap/>), in English language, duly signed by the authorized signatory or vehicle owner within the period of the Offer.
- > Any other mode of submission of Claim shall be deemed to be invalid. Any incomplete or incorrect or unclear information / documents / photographs shall render the Claim invalid.
- > The Offer claim must be supported with mandatory copies of vehicle documents, vehicle photographs (with at least one picture clearly capturing the number plate). Incomplete claim shall not be entertained. The original documents may be asked from customer for validation purpose and only upon verification of their authenticity, the Offer shall be considered as valid and the Customer will be allowed to avail the offer further. All documents need to be uploaded in the online Claim form.
- > The delay in processing claim due to non-receipt of Offer claim documents from customer shall not be VECV liability.
- > VECV shall not be responsible for delayed receipt of online Claim, or website down-time for technological or any other reasons.
- > The Offer claim once submitted cannot be modified.
- > The Offer claim process would be deemed to be completed by Customer only upon receipt confirmation from VECV.
- > VECV will not take any responsibility and or liability for any harm or injury to the customer and or his/her representatives, and or damage to the vehicle during the claim trial process.

4- Offer claim evaluation and validation process

A standard process will be followed to align a claim with the terms and conditions of the Offer in terms of its completeness and accuracy. This process will be non-questionable by customer and will be final and binding in all respects.

Steps for execution:

- > The customer eligible for the Offer claim trial will be shared the trial Sign-off prior to trial. The selected vehicles, both VECV FEAP and the Non Eicher truck should be in trial worthy condition and this will be certified by VECV Channel Service Manager at the time of pre-trial sign off with the customer. In case the vehicles are not in the trial worthy condition as certified by VECV CSM, the trial will be conducted only after the vehicles are made trial worthy by the Customer. This is mandatory condition and customer must accept and sign to this effect to initiate the trial.
- > The trial will be a back-to-back trial and will be conducted at the same time and date on the same route for limited kilometers. The trial will be conducted on the VECV decided route which will be regular route on which the vehicles of this type generally ply.
- > The Customer shall at its own cost provide the load, fuel cost, toll taxes, all trip expenses, etc. for both trucks in trial. The material in trucks shall also be customer's responsibility in totality.
- > VECV (including its channel partner's) drivers only will conduct the trial for both FEAP vehicle and non Eicher vehicle ("deviation for non Eicher vehicle can be explored under special circumstances) and both the drivers shall drive the vehicles as per standard driving procedures/norms.
- > VECV shall have discretion to conduct one or more trials under claim process.
- > VECV will not reimburse any travel or stay costs which the customer may have to incur for attending the trial.
- > Any kind of tampering by the customer against the agreed pre-trial sign-off, if found during the trial, shall render the trial null and void. VECV may at its own discretion allow a fresh trial as per standard process or nullify the claim and the Offer based on this breach of trial sign-off document.
- > The customer shall intimate VECV within 1 week of noticing the gap in FE. The Customer will provide the FEAP and the trial vehicle within one week of intimating VECV. VECV shall require around 1 week to plan and execute the trial.
- > If the trial results validate the Offer claim as per the trial sign off document, the Offer obligations on VECV shall stand delivered and complied. VECV will disclose the results of trial to the customer at the end of the trial.
- > For the customer claim to be passed, VECV FEAP truck should fail to demonstrate a 7% superior FE than that of the non Eicher truck. The decision of the outcome of the post-trial sign off will be final and binding on concerned parties.
- > If any gap is observed in achieving 7% advantage due to any part/ vehicle related variations, VECV reserves the right to make correction in the FEAP truck to achieve 7% advantage. VECV will not be liable to pay any penalty to customer for the same, even though expenses involved in such corrections will be borne by VECV.
- > The Offer shall come to an end once the trial outcome is determined under these terms and conditions or at the end of the defined Offer period if no valid claims are received, or if all valid claims against VECV FEAP are unsuccessful in showing deficiency in FE superiority.
- > If the FE gap is established contrary to VECV offer, then VECV will only reimburse monetarily the cost incurred by the customer to the extent of the gap in the mileage for 10 days average kilometers running of the FEAP truck. No other direct and or indirect costs incurred by the customer including lodging the claim or otherwise will be paid or reimbursed. The aforesaid payments may be subject to deduction of applicable taxes.
- > VECV reserves the right to invalidate the Offer given to customer on VECV FEAP truck if the same has been damaged in any manner or met with an accident.
- > Claim amount money will be paid out on completion of the entire claim process, and once the customer has signed the post-trial document.
- > The claim amount shall be paid by an account payee Cheque/RTGS and shall be issued in the name of the Customer as mentioned in the Claim form, within 7 working days from the date of determination of Offer claim status (if any) and only upon customer signing the Offer settlement document with VECV.
- > All IPR Rights in the documents submitted as part of this Promise shall remain vested with VECV and VECV shall be entitled to use the same as and when required for advertisements, communication, etc. without any further documentation or approval from the customer.
- > If at any time post completion of the period of Offer it is found by VECV or any other body that the claim was fraudulent, all money paid will be returned to VECV in total, immediately with interest at 14% per annum.

Other terms and conditions

- > The back-to-back trial or its period may be amended at the discretion of VECV management without prior notice. This could include extending the trial, or performing it again for consistency.
- > The Offer shall be valid for VECV FEAP trucks retailed or purchased by customer on or before December 31, 2018.
- > VECV reserves the right to close the Offer, and or modify the terms and conditions of the Offer at its sole discretion any time during the period of the Offer and without any prior notice. However, the Offer given on VECV FEAP till the date of withdrawal of Offer shall be honoured subject to compliance with other Terms and Condition of the Offer.
- > VECV, its employees and its agents and contractors will not be responsible for claims that are lost in transit (physical or electronic mode) or deleted or corrupted or not accessible in any manner.
- > VECV shall not be responsible for any loss or damage or consequential losses (direct or indirect) that any Customer, whether individual and / or Organization may suffer as a result of the back-to-back trial process or this Offer or amendment of the terms and conditions of the Offer.
- > VECV shall not be held accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Offer due to matters beyond its control or for force majeure reason(s).
- > All disputes relating to or arising out of this Offer shall be subject to the laws of India, and shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction at Delhi, India.
- > The customer agree that they shall hold harmless VECV, its employees, officers, contractors or other persons and shall defend them against any loss, claim, demands, costs, damages, judgments, expenses or liability arising out of or in connection with any or all claims that may be brought against VECV by the customer or any third party in connection with this Offer .
- > In the event any Customer has further queries or desires to know more about the Terms and Conditions of the Offer, the Customer may visit our website (<https://www.eichertrucksandbuses.com/feap/>) up to ten (10) days prior to the date of validity of the Offer. VECV shall not be responsible if emails are not sent on this mail ID and communication fails to reach VECV.
- > This Offer is not a lottery or game of chance.
- > Participating in this Offer will require communication with the customer, and communication related to the participation by every customer, and hence, customer waives his/ her national 'do not call/ disturb' directory rights for the purposes of this Offer.
- > VECV shall not be liable to conduct the Offer claim trial, if after receipt of Customer's request for Offer claim. VECV is unable to reach the Customer even after making three (3) consecutive unsuccessful attempts to reach the Customer on his registered contact details with VECV. The same would apply for information requests made to any Customer, who does not respond within two (2) weeks or such other time stipulated for response.
- > All data received by either party to this Offer shall be treated as confidential and cannot be disclosed to any third party without prior written approval of the other party. This Offer and / or claim against it, cannot be clubbed / exchanged with any other offer of VECV. Customer agrees to receive future calls from VECV regarding brand promotions / communications.

Signature of Owner