

### **Terms and Conditions**

These Terms and Conditions ("**Terms**") govern the free installation offer ("**Offer**") provided by Bajaj Electricals Limited ("**Company**") for its Nex Ceiling Fan ("**Product**"). These terms and conditions are in addition to and do not replace /modify any standard product warranty terms, which will remain in full force. By participating in this Offer, you agree to be legally bound by and abide by these Terms. You confirm and acknowledge that you have read, understood and agreed to conform to these Terms. If you do not agree to these Terms, you shall not participate in this Offer. You are advised to review the recent version of these Terms and before availing the Offer. By availing the Offer, the customer ("**you**", "**your**" or "**Customer**") agrees to the following:

#### **1. Offer Details**

- a. This Offer is valid until March 31, 2025, or until otherwise discontinued by Company at its sole discretion without notice.
- b. The Offer can be claimed only once before the expiry warranty period of the Product.
- c. The Offer includes only the basic installation of the eligible Products as per the manufacturer's instructions.
- d. Company reserves the right to withdraw the Offer at any point, without prior notice, in whole or in part.
- e. The Offer is non-transferrable, non-exchangeable and no cash payment will be made in lieu thereof.

#### **2. Eligibility**

- a. The Offer shall be applicable only for eligible Products on selected pin codes across India.
- b. The Offer is applicable to eligible **new** Product purchased from authorized retailers or online platforms.
- c. The Free installation services must be conducted by installation personnel / technicians authorized by the Company. Any installation done by third parties, or unauthorized personnel, will not be eligible for this Offer and may void the Product warranty.

#### **3. Installation Service**

- a. The free installation covers only the standard installation of the Product as per the manufacturer's guidelines. Any additional services (e.g., extra wiring, drilling, custom fittings) will be charged separately.
- b. The date and time of installation will be mutually agreed upon between installation personnel and the Customer, subject to availability of installation personnel.
- c. Company reserves the right to decline or reschedule installation services/Offer due to unforeseen circumstances including but not limited to technical issues, bad weather, or other factors beyond the company's or its installation personnel's control, etc.

- d. Customer hereby acknowledges that the Company will engage, hire, and use the any third party(ies) for the purpose of arranging of the installation services at its premise.
- e. The Company reserves the right to refuse installation if the conditions at the premises /site are unsafe or do not meet the necessary requirements for installation.
- f. The Company shall attend outstation installations as per mutual understanding subject to availability of its installation personnel.
- g. **Exclusion**- Offer shall not include any additional services/products, including but not limited to:
  - I. Requirement of any change or upgrade in electrical wirings.
  - II. Removal of existing fixtures.
  - III. Structural modifications or repairs (e.g., ceiling reinforcements, etc).
  - IV. Relocation of the Product after initial installation.
  - V. Any work either decorative or cosmetic required as part of installation (such as painting, plastering, etc.).
  - VI. Specialized equipment (e.g., scaffolding) if necessary for high ceilings or other unique installation requirements.
  - VII. Plumbing, electrical, and carpentry works if any required for installation for Product.

#### **5. Customer obligations and warranties**

- a. The Customer must ensure that the premises/site are ready for installation, including providing adequate access and necessary facilities such as power supply, ventilation, and structural support.
- b. Customer shall be responsible for any permissions, building codes, or legal requirements that may apply to the installation of Product at their premises/sites.
- c. Customer shall be responsible for ensuring that the installation area is accessible and safe for the technicians/installation personnels, including clearing any obstructions prior to the scheduled installation time.
- d. Customer shall facilitate installation of the Product, necessary support like ladder/table to reach the height will be arranged by the Customer.

#### **6. Do Not Call (DND)**

- a. Notwithstanding the your enrollment in any Do Not Disturb (DND) service, by consenting to this Terms, the you expressly authorizes Bajaj Electrical Limited to send transactional, service-related, and promotional messages, including SMS, calls, and emails, for purposes of this Offer . This consent shall override any current or future registration under DND or National Customer Preference Register (NCPR) as governed by the Telecom Regulatory Authority of India (TRAI), subject to compliance with applicable laws.

- b. Withdrawal of this consent may affect the provision of certain services or notifications essential to the Offer and you may not be able to avail the Offer.
- c. The Company shall not be responsible for (including but not limited to):
  - I. For any SPAM generated messages
  - II. For any SMS message delivery failures
  - III. Any lost, late or misdirected computer transmission or network, electronic failures or any kind of failure to receive entries owing to transmission failures or due to any technical reason.
  - IV. If the Customer has registered himself to the DND services of the telecom provider/ the participant has registered with National Do Not Call Registry and Customer has specifically requested not receiving messages for any promotional or transactional SMS, call etc.

**7. Disclaimer of Warranties**

The free installation offer is provided on an “as-is” basis without any warranties of any kind, either express or implied. The company hereby disclaims all warranties, including but not limited to the Offer and its purpose, performance, or durability post-installation. The company does not assume responsibility for any damage, defects, or malfunction to the Product arising out of improper usage, mishandling, or alterations made after the installation.

**8. Indemnity & Limitation of Liability**

- a. By entering the Offer, the Customer hereby releases from and agrees to indemnify Company, its respective officers/employees, authorised third parties from and against all liability, cost, loss or expense arising out of but not limited to any personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.
- b. Customer hereby waives and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against Company, its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents, or mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the Offer or related to the Offer.
- c. Customer hereby accepts that Company has no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself, third party personnel in relation to the Offer.
- d. Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profit, data, or goodwill, arising from or in connection with the Offer.

**9. Publicity**

The Customer irrevocably and unconditionally agrees and acknowledges Company to cover the Offer through various media including newspapers, radio television news channels, internet, point of sale materials, etc., and shall not raise any objection, protest or demur to such coverage or in this regard.

**10. Right to Modify or Discontinue Offer**

Company reserves the right to modify, extend, terminate or discontinue Offer at any time without prior notice in whole or in part. If you avail Offer you shall be deemed to have accepted the modified or amendment Terms.

**11. Force Majeure**

Company shall not be responsible for delays or failures in performance resulting from acts beyond its reasonable control, including but not limited to natural disasters, strikes, government actions, or technical difficulties, ect.

**12. General conditions**

- a. You hereby represent and warrants that you are legally competent to enter into binding contracts under applicable laws. By taking part and/or entering into the Offer, you warrant that all information provided you like name, age, state, city, address, phone number, etc., is true, correct, accurate and complete.
- b. The decision of Company or its authorised agency, as regards the Offer eligibility shall be final and binding, no correspondence or any other claims whatsoever, in this regard will be entertained.
- c. Nothing contained herein amounts to a commitment or representation by Company to conduct or continue with Offer.
- d. None of the provisions of these Terms shall be deemed to constitute a partnership or agency between any you and Company and the you shall not have the authority to bind Company in any manner whatsoever.
- e. Company or any of its respective officers/employees/directors shall not be responsible for delayed, discontinuation, damage arising out the Offer or in relation to the Offer.
- f. Company or its agency shall not be accountable/liable for any disruptions/stoppages/interruptions or cancellation of the Offer for any reason whatsoever including government restriction or applicable law.
- g. Failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies on the part of Company or its Agency.
- h. Company or its agency accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected information, loss of SMS, loss of internet connectivity, unique codes, documents, claims or correspondence whether due to error, omission, alteration, tampering, unauthorized data hacking, deletion, theft,

destruction, virus attack, transmission interruption, communications failure, hardware failure or otherwise.

- i. If you are dissatisfied with the Offer or its rules and/or any content or any requirements or any other restriction related thereto, or with these terms and conditions, your sole and exclusive remedy is to not participate in the Offer.
- j. All Intellectual Property Rights in connection with the Offer or any other benefit, promotional material and/or any other contents, are the property of the Company.

**13. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or related to these Terms, or the installation service shall be subject to the exclusive jurisdiction of the courts in Mumbai.

**14. Severability**

If any provision of these Terms is found to be unlawful or unenforceable, it shall not affect the validity or enforceability of the remaining provisions.

**15. Entire Agreement**

These Terms constitute the entire agreement between Company and Customer concerning the Offer and supersede any prior agreements, terms whether oral or written.

For any queries pertaining to the Free Installation the consumer may call 022-41930000 or write email to [care@nexlife.in](mailto:care@nexlife.in) from Monday-Friday between 10:30 a.m. to 5:30 p.m., excluding public and bank holidays. No queries/ claims/ dispute/ complaints/ grievances shall be entertained by the Company after the last date of the Offer.