

NPG CONSUMER EXCHANGE OFFER-TRADE 2021 OFFER

Following are the terms and conditions ("**Terms**") of a limited period "Bajaj Electricals NPG Consumer Exchange Offer-Trade 2021 Offer" ("**Offer**") for the customers of Bajaj Electricals Limited ("**Company**") are as follows:

1. By availing of the Offer, the person purchasing the products ("**Customer(s)**") is deemed to have accepted these Terms and shall abide by them out of their free will, consent and there is no compulsion or coercion, or undue influence exerted upon her/him to avail of the Offer or agree these terms. The Offer shall not be valid or applicable in the event the Products under this Offer are not purchased and / or if the purchase is not made within the Offer Period. If the Customer does not agree to these Terms then, please refrain from availing benefits under the Offer.
2. This Offer is applicable for selected models of the Company and Bajaj pressure cooker, gas stove, cookware and Nirlep cookware products ("**Products**"). A list of Products are attached herewith.
3. The said Terms are also made available on our website www.bajajelectricals.com ("**Website**").
4. This Offer is applicable on purchase of "Bajaj" and "Nirlep" brand product from the physical retail stores of the retailers selling products of the Company ("**Retailer(s)**") by Customers and shall be valid from 15th September 2021 to 10th November 2021 (both days included) ("**Offer Period**").
5. The Customer shall be eligible for discount / Offer (as detailed below) after the exchange of any old kitchen appliance (not necessarily of brand of 'Bajaj' or 'Nirlep') in the relevant product category as the Product as per the table given below on the purchase of the Product category ("**Product Category**") as per the table given below within the Offer Period:

Buy any Bajaj Pressure Cooker or Gas Stove and get upto 48% OFF ON maximum retail price (MRP) of the specific Product on exchange of any old pressure cooker / gas stove (not necessarily of brand of 'Bajaj' or 'Nirlep')

Buy any Bajaj / Nirlep branded Cookware and get upto 60% OFF ON MRP of the specific Product on exchange of any old cookware (not necessarily of brand of 'Bajaj' or 'Nirlep')
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6. By agreeing to avail the benefits under the Offer, the Customer hereby represents, warrants and covenants that:
 - (a) The Customer is the sole, absolute and lawful owner of the product being returned ("**Used Product**") and the Customer confirms that the Used Product was exclusively for personal use, and not for business or commercial use;
 - (b) the Used Product along with all accessories, wherever applicable, under the Offer is genuine and is not counterfeit, free from any and all encumbrances, liens, attachments, disputes, legal flaws, exchange or any agreement of sale etc.
 - (c) wherever applicable, the details of the Used Product, including its condition, are as stated at the time of availing the Offer.
 - (d) the Used Product should not be damaged, broken, or otherwise tampered with and must be in a usable condition.
7. This Offer is valid pan India.
8. The Retailer(s) and / or the Company shall have the sole discretion to decide the actual amount of discount provided basis the Used Product provided by the Customers under the Offer. The Retailer(s) and / or the Company further reserves the right to not accept any Used Product if the same is not as per the terms mentioned

in point 6 above or otherwise at their sole discretion does not qualify for the Offer. The Customer shall be liable to pay the balance amount after the Offer discount is provided for the purchase of the Products.

9. The Customer agrees not to bring any claim against the Company, its subsidiaries etc, or against any future purchaser of the Used Product in relation to the adequacy of the value (if any) of the Used Product provided as part of the Offer. In the event the Customer does not agree with the value provided to the Customer for the Used Product, the Customer agrees not to avail the Offer.
10. Offer is non-transferable and is subject to availability of stocks.
11. Customer(s) are not bound in any way to avail benefits under this Offer. Any purchase is voluntary, and the Offer is being made purely on a best effort basis.
12. The discount offered under this Offer is non-binding and non-negotiable.
13. The institutional orders and online orders shall not qualify for availing benefits under this Offer. For clarity, the Offer is only valid and applicable for individual Customers.
14. The product images shown in the Offer document are only for representation purpose and the actual design/ color/size of the same may vary.
15. After the Customer has given the Used Product for exchange as to avail this Offer, the Used Product becomes Company's sole property and it cannot be claimed back by the Customer on any condition. The Retailer (s) reserves the right to deal with the Used Product in any manner as it may deem fit including without limitation selling it as scrap etc.
16. The benefits under this Offer cannot be availed / clubbed along with any other offer/scheme by the Company.
17. The Company shall not be responsible for any loss, damage, personal injury or death caused to the Customer on account of availing of the Offer.
18. Any costs incidental to or arising from or connected with the Offer shall be the responsibility of the Customer and Company shall not be responsible or liable for the same.
19. The Company shall not be liable for any failure or delay in performance under this terms or loss or damage caused there by, to the extent such failures or delays are in the nature of acts beyond their reasonable control including the Acts of God viz floods, fires, earthquakes etc., wars, riots, pandemic, epidemic, government restrictions, change in applicable laws, acts of governments occurring without their fault or negligence or the effects of which persist despite reasonable efforts undertaken by them to perform to mitigate the effects.
20. Under no circumstance, shall the Company and/or its promoters, shareholders,, subsidiaries, associates, affiliates and group entities, and their respective directors, employees, officers, agents or representatives be liable for any indirect, special, incidental, punitive or consequential damages (including without limitation any relating to lost profits), arising out of or in connection with this Offer. In any event, the Company's aggregate liability under the Scheme shall be limited to INR 5,000/- (Rupees Five thousand only).
21. The Customers should not use the Company's intellectual property rights, in any manner whatsoever.
22. Any costs incidental to or arising from or connected with the Offer shall be the responsibility of the Customer and Company shall not be responsible or liable for the same in any manner whatsoever.

23. The Customer availing of the Offer would be deemed to have been waived the 'Do not Disturb' status ("DND") on his / her registered mobile number and also agrees to receive details and information (if any) about this Offer and any other or future contests / updates / offers from the Company from time to time on his/her registered mobile number, through SMS or voice calls.
24. The Company is not responsible for any errors or omissions. All information provided in relation to the Offer is provided "as is". The Company makes no representations and disclaims all express, implied and statutory warranties of any kind to the Customers including, without limitation, warranties as to accuracy, timeliness, completeness, merchantability, or fitness of the Products for any particular purpose.
25. The Company reserves its sole and discretionary right to amend the terms of the Offer and/or extend the validity period and/or cancel/ discontinue the Offer or any part thereof without giving any reasons or a prior notice therefor. Such changes shall be updated on the Website and it shall be the responsibility of the Customer to check for the updates on the Website from time to time.
26. The Company's decision in respect of all matters to do with the Offer will be final and binding on the Customers and no correspondence will be entertained with respect thereto.
27. In the event any personal information of the Customer is collected, the same shall be governed by the privacy policy of the Company as provided on its website.
28. The Customer understands that this Offer is provided by the Company through its Retailer(s) and the Company shall not be liable towards the quality of the product and/or fulfilment of the Offer and/or warranty claims and/or after sales services of the product(s) and/or taxes arising out of and/or due to non-availability / shortage of material / goods / products. Any claim or dispute in relation to the same must be directed towards Retailer(s) only.
29. If any provision(s) of these Terms becomes illegal/unenforceable under law then, the same shall be considered severable to the extent of such illegality/unenforceability without affecting the validity of the remaining provisions of these Terms.
30. No waiver of any rights by the Company will be taken as a waiver of any other rights it may have. For instance, if the Company waives its right to object to a particular breach of these Terms by a Customer, it does not prevent the Company from objecting to any other breaches by that Customer or any other Customer.
31. These Terms do not infer to create any relationship, fiduciary or otherwise, between any Customer and the Company. As such, the Company and each Customer shall be and act as an independent of the other and shall not bind nor attempt to bind the other to any contract.
32. In the event, the Offer is termed as void due to introduction of any new legislation or by amendment of existing legislation or by judicial orders, the Company shall not be liable to continue the Offer and/or provide for any compensation in lieu thereof to the Customer. In such event the Company at its sole discretion reserves the right to either amend and/or cancel the Offer. In such event the Company at its sole discretion reserves the right to either amend and/or cancel the Offer.
33. The Customer(s) undertake to indemnify and keep the Company harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by the Company, its directors, management, employees, representatives, promoters, shareholders as a consequence of (i) violation of Terms by the Customer; (ii) violation of applicable laws by Customer; (iii) any action or inaction resulting in willful misconduct or negligence on Customer's part; (iv) any claims related to the Used Product.

34. Any query regarding this Offer will be entertained only till 10th November, 2021. For any queries/concerns pertaining to the Offer, the Customers are required to reach out to the Retailer(s) from whom the Products have been purchased by the Customer.
35. This document is an electronic record in terms of Information Technology Act, 2000, and the rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
36. Any and all disputes, controversies and conflicts (including non-contractual disputes or claims) (“Disputes”) arising out of or connected with this Offer shall be referred to arbitration of a sole arbitrator to be appointed by the Company whose decision shall be final and binding on all. Subject to the foregoing, the seat and venue of arbitration shall be Mumbai.
37. This Offer and these terms shall be governed by the laws of India. The Courts at Mumbai shall have the exclusive jurisdiction in respect of the subject matter in relation to these terms and the Offer.
38. The Company, in its sole discretion, reserves the right to disqualify the Customer from the Offer and/or the benefits of this Offer, if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the said Offer including such other acts as be prejudicial to the Company interest.