

## **TERMS AND CONDITIONS FOR PURCHASE OF PIAGGIO VEHICLES PRIVATE LIMITED PRODUCTS ON SNAPDEAL.COM**

**Piaggio Vehicles Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at E-2/F-1, MIDC Area, Baramati – 413102, Dist Pune, Maharashtra (hereinafter referred to as “**Vespa**”) is desirous of marketing and selling its Products (defined herein) on the Website owned and operated by **Jasper Infotech Private Limited** (hereinafter referred to as “Snapdeal”) subject to strict applicability of these terms and conditions.

**THESE TERMS AND CONDITIONS SHALL BE APPLICABLE TO ANY AND ALL SALE OF PRODUCTS MADE BETWEEN Vespa AND THE USER/ BUYER OF THE WEBSITE. ANY AND ALL AMENDMENT(S) TO THESE TERMS AND CONDITIONS SHALL BE APPLICABLE WITHOUT ANY FURTHER INTIMATION/ NOTICE TO THE USER/ BUYER OF THE PRODUCT.**

### **1. KEY DEFINITIONS:-**

**“Products”** means Vespa scooters as mentioned in Schedule A manufactured and made available by Piaggio for sale on Website.

**“Buyer”** shall mean any user of the Website who is desirous of purchasing the Product of Vespa through the Website.

**“Selling Price”** shall mean the ex- showroom price of the Product in INR at which such a Product is offered for sale by Vespa to the prospective Buyers on the Website.

**“Website”** shall mean the website located at the URL ‘www.snapdeal.com’ or such other URL as may be specifically provided by Snapdeal.

**“Sale Territory”** shall include the territorial jurisdiction of India.

**“Registration”** shall mean the process of registering of the Product (bike) in the name of the Buyer with the concerned RTO department of Government of India.

**“Order Confirmation Request”** means the document issued by Vespa via email confirming the order placed by the Buyer for Product purchased through Website.

**“Minimum Booking Amount”** shall mean the **minimum amount of Rs. 5,000/-** (Rs. Five Thousand ) to be paid for the booking of the Product by the Buyer on the Website.

The offer for SD cash is applicable only on the first 100 bookings.

### **2. SALE AND PURCHASE OF PRODUCT**

The Buyer may voluntarily choose to book a Product through the Website, subject to payment of Minimum Booking Amount. The Product will be delivered/ received by the Buyer at the designated dealership identified by Vespa in the nearest city. It is being clarified that through the Website, Vespa is making available the Products for sale and delivery only to the extent of Available Inventory specifically set forth under clause 1, unless otherwise expressly agreed mutually between Snapdeal and Vespa.

Purchase of Product by Buyer shall be as per following terms and conditions namely:-

**a. Order Placement and Purchase Process:-**

The Buyer shall place an order for booking of Products on the Website by submitting specific preferences including Product type/ model, color, variation, delivery location etc. along with Buyer details. It is being clarified that Vespa in its sole and absolute discretion will select and choose a dealership for delivery of Product, subject to strict availability of model, color preference, variation etc. at the said dealership. **The Buyer will not be able to change the assigned dealership unless agreed by Vespa.**

**In addition to the cost of Product (Vespa Scooter), buyer has to bear the registration fee and all other applicable taxes . The registration will be in compliance with the applicable laws of land and eligibility as per the applicable regulatory authorities and will be delivered and registered in India. Any additional purchases, such as accessories, will be paid for in full by the buyer to the allocated dealership at price prevailing at the time of purchase.**

**b. Order Confirmation Request:-**

The Buyer will receive Order Confirmation Request by Vespa upon making payment of Minimum Booking for the booking of the Product through Website. It is clarified that Order Confirmation Request is nothing but a document confirming the order placed by the Buyer and the final delivery or sale of Product will be subject to Buyer making full payment and completion of registration process as required by Vespa.

If the Buyer fails to make full payment of the Product (including cost for registration, delivery and on road price etc.) and/or fails to complete the registration process the Order Confirmation Request shall stand void and cancelled; the booking amount will be refunded to the customer.

Against each Order Confirmation Request, Vespa shall issue order reference no., whereby Vespa and/or its dealership may contact the Buyer for delivery and registration completion process.

**c. Tentative Date of Delivery:-**

Vespa shall indicate the Buyer a tentative date for delivery of Products whereby the Buyer shall be entitled to receive/ take delivery of Product from the designated dealership communicated by Vespa, subject to completion of other formalities.

**d. Registration, Identification and Sale of Product**

The Buyer will be required to visit the designated dealership and initiate the process for registration after making full payment towards the registration, insurance and delivery cost as may be communicated by the dealership. The Product will be identified and blocked for sale/ delivery to the Buyer only after the Buyer makes full payment for price of the Product. Once the registration process will be completed the Buyer shall be entitled to take delivery of the Product.

However it is clarified that final sale/ delivery to the Buyer shall be as per selling terms and conditions applicable as of the date of delivery.

The Vespa Scooter will only be registered in the name of the buyer and will not be transferred on request.

The Vespa Scooter sold shall be governed by the terms and conditions applicable to their usage and the Seller shall assume no responsibility or liability for their use. The buyer has to furnish legally valid identity documents to buy the Vespa Scooter.

**e. Cancellation and Amendment to the Order**

Once the Buyer receives Order Confirmation Request and till the date the Product (Vespa Scooter) is identified for sale to the Buyer, the Buyer may change its order preference for bike model/type, color, variant and/or other specifications. However in such an event, the tentative date of delivery and/or designated dealership may be changed by Vespa as per availability of Product. No change will be entertained by the dealer and/or Vespa once the bike has been blocked/ identified for sale to the Buyer.

**f. No Forced Sale**

The Buyer acknowledges and warrants that Vespa and/or Snapdeal has not instigated and/ or forced the Buyer in any manner whatsoever to buy/ purchase the Product through the Website and make consequent deposit of the Selling Price.

**3. GENERAL**

- a. Vespa shall not be responsible for any fake, fictitious, inaccurate and/or incomplete entry or order placed by the Buyer through the Website with wrong address, phone number, email Ids, city details, pin codes or any other details required to complete the order.

The buyer must be a legal resident of India, holding a Driving License issued by the appropriate government authority

**4. DISCLAIMERS**

Vespa states that Jasper is the owner of the Website called Snapdeal.com and is responsible for operating and managing the Website. Vespa does not warrant that the Website will operate error-free or that the Website is free of computer viruses or other harmful mechanisms. If the use of the Website or content thereof results into the need for servicing or replacing equipment or data, Vespa is not responsible for those costs.

The Website is provided on an "as is" basis without any warranties of any kind. Vespa does not warrant that the Website will be constantly available or available at all; or the information on the Website is complete, true, accurate or sufficient.

Vespa, to the fullest extent permitted by law, disclaims all warranties, whether express or implied, including the warranty of merchantability, fitness for particular purpose and non-infringement.

**Schedule A  
PRODUCTS (Vespa Scooter)**

- a. Vespa LX
- b. Vespa VX
- c. Vespa S
- d. Vespa Elegante