



## CUSTOMER BUYBACK AGREEMENT

This customer agreement ("**Agreement**") is executed at the **PLACE** and on the **DATE** mentioned in **Item No. 1** and in **Item No. 2**, respectively of **SCHEDULE I** hereunder written.

### BY AND BETWEEN

**BLUBBLE PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, bearing corporate identification number U29299KA2021PTC149203 and having its registered office at #32, 2<sup>nd</sup> Main, Nanjappa Reddy Layout, 8th Block, Koramangala, Bengaluru, Karnataka – 560034 (hereinafter referred to as the "**Company**", which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns) of the **ONE PART**;

### AND

The person(s) specified in **Item No. 3** of **SCHEDULE I** hereunder written (hereinafter referred to as the "**Customer**", which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its legal heirs, administrators, executors successors and permitted assigns, as the case may be) of the **OTHER PART**.

The Company and the Customer are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

### WHEREAS

- The Company is *inter alia* engaged in the business of facilitating purchase of commercial electric vehicles ("**EVs**").
- A. The Company, from time to time, takes out certain exclusive facilities and offers for its customers who have availed the services of the Company for purchase of their EVs.
  - B. The Customer has availed the services of the Company for purchase of the Vehicle (*as defined below*).
  - C. In furtherance thereof, the Company and the Customer are now entering into this Agreement to record the terms and conditions governing the grant of certain facilities and offers by the Company to the Customer, which they agree will be interpreted, acted upon and governed in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt, sufficiency and adequacy of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. Definitions

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Customer signature



In this Agreement (including the recitals and schedules), unless the context requires otherwise the following words and expressions shall have the following meanings:

- 1.1.1 “**Agreement**” means this agreement together with all of the Schedules attached hereto, and as any or all of the same may be amended, modified or supplemented from time to time;
- 1.1.2 “**Applicable Laws**” mean any act, rule, law, legislation, statute, order, rule, regulation, ordinance, decree, ruling, policy, administrative guideline, code, instruction, judgment, court order, treaty, by-law, notification, applicable permits, environmental standards, any directive or any interpretation thereof by a competent authority, as of the date hereof and during the subsistence of the Agreement and having jurisdiction over the matter in question;
- 1.1.3 “**Buyback Offer**” shall have the meaning ascribed to the term in Clause 2.1.1;
- 1.1.4 “**Buyback Period**” shall have the meaning ascribed to the term in Clause 2.3.1;
- 1.1.5 “**Defaulting Party**” shall have the meaning ascribed to the term in Clause 6.2.1;
- 1.1.6 “**Disclosing Party**” shall have the meaning ascribed to the term in Clause 10.1.2;
- 1.1.7 “**Execution Date**” shall mean the date specified in **Item No. 2** of **SCHEDULE I** below;
- 1.1.8 “**Indemnified Party**” shall have the meaning ascribed to the term in Clause 5.1;
- 1.1.9 “**Information**” shall have the meaning ascribed to the term in Clause 10.1.1;
- 1.1.10 “**Non-Disclosing Party**” shall have the meaning ascribed to the term in Clause 10.1.2;
- 1.1.11 “**Term**” shall have the meaning ascribed to the term in Clause 8.1.1; and
- 1.1.12 “**Vehicle**” shall mean the vehicle/ vehicles as described in **SCHEDULE II** below.

## 1.2. Interpretation

In construing this Agreement:

- 1.2.1 the singular of any defined term includes the plural and *vice versa* and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
- 1.2.2 a reference to any gender includes the other and neuter gender;
- 1.2.3 references to recitals, clauses and schedules are references to Recitals, Clauses and Schedules of and to this Agreement;
- 1.2.4 the expression “**this Clause**” shall, unless followed by reference to a specific provision,

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Customer signature



- be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- 1.2.5 references to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the Execution Date) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;
- 1.2.6 “**in writing**” includes any communication made by letter or fax or e-mail in compliance with the provisions of this Agreement;
- 1.2.7 the schedules, annexures and exhibits to this Agreement shall be deemed to be incorporated in and shall form an integral part of this Agreement;
- 1.2.8 the terms “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and words of similar purport refer to this Agreement as a whole;
- 1.2.9 the words “**include**” and “**including**” are to be construed without limitation and shall be deemed to be followed by “**without limitation**” or “**but not limited to**” whether or not they are followed by such phrases;
- 1.2.10 any date or period set forth in this Agreement shall be such date or period as may be extended pursuant to the terms of this Agreement;
- 1.2.11 reference to any agreement, contract, document or arrangement or to any provision thereof shall include references to any such agreement, contract, document or arrangement as it may, after the date hereof, from time to time, be amended or supplemented. For the avoidance of doubt, a document shall be construed as amended or modified only if such amendment or modification is executed in compliance with the provisions of such document(s);
- 1.2.12 the descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of this Agreement;
- 1.2.13 in the event of any inconsistency between the Clauses of this Agreement and the Schedules hereto, the Clauses of this Agreement shall prevail;
- 1.2.14 words and abbreviations, which have, well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings; and
- 1.2.15 no provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

## 2. BUYBACK

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Customer signature



## 2.1. **Buyback Offer**

- 2.1.1. Turno agrees and undertakes to, during the Term (defined hereinbelow), procure and cause the purchase of or purchase itself the EV on the terms as detailed in SCHEDULE III hereunder written, and subject to the Customer complying with the conditions precedent stated in Clause 2.2 below and its obligations provided in Clause 2.4 below, to the complete satisfaction of the Company.
- 2.1.2. It is hereby clarified that the Buyback Offer shall be made in relation to the Vehicle, only if the Vehicle has normal wear and tear, and shall not be made for the Vehicle if: (a) it has dents, (b) there is rusting, (c) it has been involved in any accidents or (d) it is in a non-working condition. For avoidance of doubt, in the event the Company is not satisfied with the condition of the Vehicle and/ or if the Customer has failed to comply with the terms and conditions of this Agreement, then the Company shall not be under any obligation to buyback the Vehicle, notwithstanding anything to the contrary stated herein.

## 2.2. **Conditions Precedent to Buyback**

- 2.2.1. The Buyback Offer shall be made to the Customer, subject to the following conditions being satisfied by the Customer to the complete satisfaction of the Company:
- (a) the Customer shall provide consent and access to the Company to read and analyze all [IOT] data from the Vehicle manufacturer's telematics unit;
  - (b) the Customer shall provide access to the Company for inspection of the Vehicle, as and when requested by the Company;
  - (c) the Customer shall provide permission(s) to install custom branding on the Vehicle and custom hardware viz., [IOT], [OBD], global positioning system (GPS) devices in the Vehicle, as selected by the Company;
  - (d) the Customer shall provide consent to install an app designed or recommended by the Company on the smartphone of the Customer/ driver of the Vehicle and the Customer shall follow timely actions suggested on the app;
  - (e) the Vehicle will be free from all encumbrances, charges and liens
  - (f) the Customer shall maintain the Vehicle in a good and running condition (normal wear and tear excepted) and in accordance with Applicable Laws; and
  - (g) Customer is in good standing for fees due and not delinquent on any fees payable to Turno
  - (h) the Customer shall remain in compliance with the terms and conditions of this Agreement.

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**Customer signature**



For the avoidance of doubt, it is hereby clarified that the Buyback Offer will be given by the Company at its sole discretion and option, and shall not be construed as an obligation of the Company in any manner whatsoever, notwithstanding anything to the contrary stated herein.

### 2.3. **Buyback Mechanism**

- 2.3.1. Buyback Period is the time period within which the customer may approach Turno to request a Buyback Offer as defined herewith under clause 2.1 and specifically agreed by Turno in Schedule III
- 2.3.2. The Customer shall let Turno know within 15 (Fifteen) days of completion of Buyback Period or earlier
- 2.3.3. Within a period of 7 (Seven) [days] from the date of the Buyback Offer the Customer shall intimate the Company about its decision to accept the Buyback Offer by way of a formal written intimation. In the event the Customer fails to intimate the Company about its decision within the Buyback Period, it shall be deemed that the Customer has waived of its right to avail the Buyback Offer. It is hereby clarified that, once the Buyback Offer is accepted, such exercise becomes irrevocable.
- 2.3.4. Upon acceptance of the Buyback Offer, subject to: (a) completion of the conditions precedent stated in Clause 2.2.1 above, and (b) compliance with the obligations stated in Clause 2.4 below, the Company shall buyback the Vehicle in accordance with the provisions of **SCHEDULE III** hereinbelow. Provided that, the Customer shall handover to the Company, the keys of the Vehicle and any and all documents pertaining to the Vehicle, including but not limited to all subsisting insurance policies, and the Customer shall take all actions and execute all documents that may be required by the Company in this regard. Further, the Customer shall take reasonable care to ensure safe delivery of the Vehicle to the Company and the Vehicle shall be transported by the Customer at the Customer's risk and liability. Upon delivery of the Vehicle, the Company shall inspect the Vehicle and make a note of any damage, modification, defect, etc. in the Vehicle, and any variance in price as a result thereof, shall be calculated in accordance with the provisions of **SCHEDULE III** hereunder. It is hereby clarified that the Company shall in no manner be liable to complete purchase of the Vehicle if any of the aforementioned obligations remain unsatisfied.

### 2.4. **Customer's Obligations**

- 2.4.1. The customer shall not modify, repair, remove or make any changes to the software and hardware of the IoT devices either pre-installed in the vehicle, or installed by Turno and its associated (including third party vendors as authorized by Turno)
- 2.4.2. The Customer shall cooperate with the Company or its representatives, and perform its responsibilities and obligations, so as not to delay or interfere with the Company's performance of its obligations under this Agreement and shall provide all such

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**Customer signature**



assistance as may be required by the Company for provision of facilities contemplated under this Agreement.

- 2.4.3. The Customer shall regularly maintain and repair the Vehicle as per the servicing schedules and Applicable Law.
- 2.4.4. The Customer shall not undertake major modification(s) and/ or change(s) with the motor and/ or structure, of the Vehicle.
- 2.4.5. The Customer shall at its own cost and expense, provide to the Company's personnel, access to the Vehicle of the Customer as may be required by the Company to inspect the Vehicle in connection with the Buyback Offer provided hereunder.
- 2.4.6. The Customer shall ensure that the Vehicle is not in any major or minor accident, causing any structural damage to the Vehicle.
- 2.4.7. The Customer shall not transfer the ownership of the Vehicle.
- 2.4.8. The Customer shall not create any right, title, benefit or interest in the Vehicle without prior written consent of the Company.
- 2.4.9. The Customer shall not tamper with the odometer of the Vehicle.
- 2.4.10. The Customer shall not have any pending traffic challans in relation to the Vehicle.
- 2.4.11. The Customer shall ensure that all accessories, documents, car keys, RC, etc. of the Vehicle are available and in working condition.
- 2.4.12. The Customer shall be responsible for providing all information related to the Vehicle accurately and completely. The Company shall not be responsible to corroborate any information received from the Customer. The Customer shall guarantee the accuracy of the documents submitted to the Company and to any competent authority under Applicable Laws and shall be responsible for any consequence caused by imprecise or false declarations, including traffic challans, duties, taxes, fines or sanctions and damages.
- 2.4.13. The Customer shall be responsible for providing all information and document as may be required by the Company for performance of its obligations under this Agreement.
- 2.4.14. The Customer shall comply with all Applicable Laws applicable to the Vehicle and the transactions contemplated hereunder.
- 2.4.15. The Customer shall provide to the Company, all requisite consents, permissions, no-objection certificates, etc., in relation to the Vehicle as may be requested by the Company.
- 2.4.16. The Customer shall maintain, or shall cause to be maintained, at its own cost and throughout the Term, an adequate insurance to cover the Vehicle in accordance with

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**Customer signature**



industry standards and Applicable Law. The Customer shall produce to the Company, on request, copies of insurance policies confirming the existence and extent of the cover given by such policy.

The decision of the Company on whether the Customer has complied with each obligation mentioned above in this Clause 2.4 of this Agreement, shall be final and binding upon the Customer.

### **3. LOYALTY REWARDS**

- 3.1. For being a loyal customer of the Company, the Customer shall be given a loyalty reward as mentioned in **Item No. 4 of SCHEDULE I**, which shall be paid by the Company (by cheque or RTGS) to the Customer within a period of 15 (Fifteen) days from the date of Delivery of vehicle or Disbursal if it is a financed vehicle , whichever is later.

### **4. REPRESENTATIONS AND WARRANTIES**

- 4.1. Each Party represents to the other Party hereto that:

- 4.1.1. it has full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and is duly incorporated or organised and existing under the laws of the jurisdiction of its incorporation or organization (if applicable);
- 4.1.2. the execution and delivery of this Agreement and the performance of the transactions contemplated hereby have been duly authorised by all necessary corporate or other action and it has obtained all necessary approvals (if applicable) required to enter into this Agreement and perform its obligations hereunder;
- 4.1.3. assuming the due authorisation, execution and delivery hereof by the other Party, this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or similar laws affecting creditors' rights generally;
- 4.1.4. its entry into this Agreement, and the exercise of its rights and performance of and compliance with its obligations under or in connection with this Agreement or any other document entered into under or in connection with this Agreement, will constitute, private and commercial acts done and performed for private and commercial purposes; and
- 4.1.5. the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not:
  - (a) violate any provision of the organisational or governance documents of such Party (if applicable);

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**Customer signature**



- (b) require it to obtain any consent, approval or action of, or make any filing with or give any notice to, any competent authority or any other person pursuant to any instrument, contract or other agreement to which it is a party or by which it is bound, other than any such consent, approval, action or filing that has already duly obtained or made;
  - (c) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound;
  - (d) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses; or
  - (e) violate any law or regulation of such Party's country of organisation or any other country in which it maintains its principal office.
- 4.2. The Customer hereby represents and warrants to the Company that there are no awards, arbitrations orders of attachment, garnishee orders, injunctions or any other orders, actions, suits, or proceedings pending or threatened, which would in any manner prevent any transaction contemplated by this Agreement from taking place in the manner contemplated by this Agreement.
- 4.3. The Customer hereby represents and warrants to the Company that all information and documents provided by the Customer are true, complete and accurate in all material respects and are not false or misleading nor incomplete by omitting to state any fact necessary for the Company to make its decision with regard to the Buyback Offer.

## 5. INDEMNITY

- 5.1. The Customer shall fully and promptly indemnify and keep fully and promptly indemnified the Company and its representatives, directors, officers, employees, advisors and agents (or any of them) (each, an **"Indemnified Party"**) against any costs (including loss, penalty, expenses, reasonable attorneys' fee etc.), losses, damages, injury, claims, charges, demands, opportunities, liabilities or expense suffered or incurred by the Indemnified Party arising directly or indirectly or in whole or in part out of a breach by the Customer of its obligations or representations under this Agreement, whether or not such costs, claims, charges, demands, losses, liabilities, damages or expenses or the consequences of such a breach by the Customer of its obligations were foreseeable on the Execution Date.
- 5.2. The Indemnified Party shall be entitled to make a claim by issuing a notice in writing to the Customer and the Customer shall pay an amount equal to the losses within 15 (fifteen) days from the date of such notice.
- 5.3. The indemnification rights of the Indemnified Party under this Agreement are without prejudice to, independent of and in addition to, such other rights and remedies as the Indemnified Party may have at law or in equity or otherwise, including the right to seek specific performance,

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Customer signature





rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

## 6. Tax

6.1. All amounts stated in this Agreement are exclusive of taxes, and charges, if any. The Loyalty Reward would be subject to applicable withholding tax as applicable for the time being in force.

## 7. Bank Account Details

7.1. The customer is solely responsible for ensuring that its bank account information is accurate and current. Turno will not be responsible for any payments not received due to the customer failing to provide accurate and complete account information for payment.

## 8. TERM

### 8.1. Term

8.1.1. The Agreement shall come into effect on and from the Execution Date, and unless terminated earlier in accordance with the terms of this Agreement, shall remain in full force and effect until the earlier of: (a) completion of buyback of the Vehicle by the Company; (b) expiry of the Buyback Period; or (c) sale of the Vehicle by the Customer ("**Term**").

### 8.2. Termination

8.2.1. Either Party shall have the right to terminate this Agreement at any time by giving a 7 (Seven) days' prior written notice to the other Party ("**Defaulting Party**"), in the event of breach of any obligations or terms of this Agreement by the Defaulting Party.

### 8.3. Consequences of Termination

8.3.1. In the event of termination of this Agreement for any reason whatsoever, the Company shall not be liable in any manner to undertake a buyback of the Vehicle.

8.3.2. Upon expiry or termination of this Agreement, all the respective obligations of the Parties hereto shall cease as of the expiration date or the date specified in the notice of termination, as the case may be (except for those obligations which, by their terms, survive the expiration or termination of this Agreement).

## 9. LIMITATION OF LIABILITY

9.1. The Company shall not be liable to the Customer for any damages or for any indirect, special, consequential, incidental or punitive damages, losses (including loss of profit, loss of business, loss of goodwill and loss of opportunity) arising out of or relating to the Agreement, however caused and on any theory of liability, and whether the Customer has been advised of the possibility of such damages.

## 10. CONFIDENTIALITY

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Customer signature



## 10.1. Confidential Information

- 10.1.1. Each Party shall, keep all information and other materials passing between it and the other Party in relation to the transaction contemplated by this Agreement, including the terms and conditions of this Agreement (the “**Information**”) confidential and shall not without the prior written consent of the other Party, divulge the Information to any other person or use the Information other than for carrying out the purposes of this Agreement except to the extent that:
- (a) such Information is in the public domain other than by breach of this Agreement;
  - (b) such Information is required to be disclosed to the employees and professional advisors or lending institutions, on a need to know basis;
  - (c) such Information is required or requested to be disclosed by any Applicable Law or any applicable regulatory requirements or by any competent authority to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party(ies);
  - (d) any of such Information was previously known or already in the lawful possession of a Party, prior to disclosure by any other Party hereto;
  - (e) such disclosure is in connection with the performance of obligations or the exercise of rights under this Agreement; and
  - (f) any information, materially similar to the Information, shall have been independently developed by a Party without reference to any Information furnished by any other Party hereto.
- 10.1.2. In the event that any Party is requested or becomes legally compelled to disclose the existence of this Agreement and the proposed transaction or any of the terms hereof in contravention of the provisions of this Clause, such Party (the “**Disclosing Party**”) shall provide the other Party (the “**Non-Disclosing Party**”) with prompt written notice of that fact so that the appropriate Party may seek (with the cooperation and reasonable efforts of the other Party) a protective order, confidential treatment or other appropriate remedy. In such event, the Disclosing Party shall furnish only that portion of the information, which is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information to the extent reasonable requested by any Non-Disclosing Party. The Parties further agree that the contents of such disclosure shall be agreed in advance between the Parties and the Parties shall immediately respond in this regard.

## 11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1. If any dispute or difference or claims of any kind arises between the Parties in connection with or out of this Agreement, then the Parties shall meet together promptly, at the request of any

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Customer signature



Party, in an effort to resolve such dispute or claim by discussion between them. If the disputes cannot be resolved by such persons in such meeting, any of the Parties may invoke arbitration proceedings for the resolution of the disputes by a sole arbitrator, who shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Bengaluru. The arbitration award shall be final and binding on the Parties.

- 11.2. Save as provided above, this Agreement shall be governed by the laws of India. The courts/tribunals at Bengaluru shall have exclusive jurisdiction over any matters arising out of this Agreement.

## **12. MISCELLANEOUS**

### **12.1. Additional Services**

12.1.1. Notwithstanding the provisions contained in this Agreement, the Customer hereby agrees that anything not specifically included in the scope of this Agreement shall be deemed to be excluded from the purview of this Agreement. The Customer may request for additional services to be provided by the Company. The Company may provide such additional services at its sole and absolute discretion and on the terms and conditions that shall be separately agreed between the Parties prior to commencement of such additional services.

### **12.2. Independent Contractors**

12.2.1. Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties.

### **12.3. Assignment**

12.3.1. The Customer shall not have the right, power or authority to assign the Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of the Company. The Company is entitled to assign or transfer its rights and/or obligations under the Agreement to its affiliates and any third party and the Customer hereby agrees to execute any deeds, documents or letters or do such other things as may be required by the Company to give effect to or recognize any such assignment.

### **12.4. Entire Agreement; Modifications**

12.4.1. This Agreement, together with its schedules and annexures, constitute the entire agreement between the Company and the Customer concerning the subject matter hereof.

12.4.2. All previous documents, undertakings and agreements, whether verbal, written or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled or superseded.

12.4.3. No oral or written modification, amendment, rescission, waiver or other change of

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**Customer signature**



this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties, unless made in writing and duly executed by or on behalf of both Parties, including without limitation, any purported modification, amendment, rescission, waiver or other change of this sub-Clause 12.4.3 itself.

#### 12.5. **Waiver**

- 12.5.1. The failure by the Company at any time to enforce any of its powers, remedies or rights under the Agreement, will not constitute a waiver of such powers, remedies or rights or affect the Company's rights to enforce those powers, remedies or rights at any time. Nor does any single or partial exercise of any power, remedy or right by the Company preclude any other or further exercise of it or the exercise of any other power, remedy or right under the Agreement. No waiver shall be effective unless in writing and duly executed by the representatives of the Company.

#### 12.6. **Notices**

- 12.6.1. All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed to be given if delivered personally, faxed (where applicable), emailed, sent by internationally-recognized courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the addresses set forth below or to such other address as the Party to whom notice is to be given may have furnished to the other Party hereto in writing in accordance herewith; provided that no such change of address shall be deemed to have been given by the Customer until it is actually received by the Company. Any such notice or communication shall be deemed to have been delivered and received (A) in the case of personal delivery, internationally recognized courier or mail, on the date of such delivery and (B) in the case of fax or email, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested)

In the case of notice to the Company to:

Attention : BuyBack Offer Request, Turno, Blubble Private Limited  
Address : 4<sup>th</sup> floor, Attic Spapces at #32, 2nd Main, Nanjappa Reddy Layout, 8th Block, Koramangala, Bangalore  
E mail : finops@turno.club  
Phone : 080-4748 2233

In the case of notice to the Customer: As specified in **Item No. 3 of SCHEDULE I.**

#### 12.7. **Severability**

- 12.7.1. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall nevertheless remain in place, effective and enforceable by and against the Parties hereto and the invalid, illegal or unenforceable provision shall be deemed to be superseded and replaced by a valid, legal and enforceable provision which the Parties mutually agree serves the desired

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**Customer signature**



economic and legal purpose of the original provision as closely as possible. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law.

**12.8. Counterparts**

12.8.1. This Agreement may be executed in any number of documents or counterparts and delivered *via* facsimile, electronic mail or PDF copy, each in the like form and all of which when taken together shall constitute one and the same document, and a Party may execute this Agreement by signing any one or more of such documents or counterparts.

**12.9. No Third Party Beneficiary**

12.9.1. The terms and provisions of this Agreement are intended solely for the benefit of each of the Parties, and their respective successors and permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other person or to any affiliate of any Party.

**12.10. Costs**

12.10.1. Each Party shall be responsibility to bear all the costs and expenses associated with the negotiation, execution and implementation of this Agreement.

**12.11. Publicity**

12.11.1. Announcements regarding the proposed transaction or the involvement of the Parties in relation thereto shall be made in a press release, conference, advertisement, announcement, professional or trade publication, mass marketing materials or otherwise to the general public at the sole discretion of the Company.

**IN WITNESS WHEREOF**, each of the Parties has duly executed this Agreement on the Execution Date mentioned in **Item No. 2 of SCHEDULE I** below.

**For and on behalf of the Company within  
named,**

**For Customer within named,**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

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**Customer signature**



**Witness**

Signature: \_\_\_\_\_

Name:

Designation:

**Witness**

Signature: \_\_\_\_\_

Name:

Designation:

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**Customer signature**



**SCHEDULE I**  
**(Details of Customer)**

S. N.	Particulars	Details
1.	Place of execution of the Agreement	
2.	Date of execution of the Agreement	
3.	Name(s) and address(es) of the Customer	
4.	Loyalty Reward (in INR)	

**SCHEDULE II**  
**(Details of the Vehicle)**

Details of Vehicle:	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
Registration No.				
Manufacturer:				

**SCHEDULE III**  
**(Buyback Terms and Conditions)**

S. N.	Particulars	Details
1.	BuyBack Period	36 Months
2.	BuyBack Offer amount	Upto 40% of Ex-Showroom Price as per Invoice
3.	Service Fee	_____ Upfront _____ Monthly

Sample Table of what BuyBack Offer amount may look like.

Model	Piaggio E - CARGO Flat bed	Euler Hi-Load (FC)	Altigreen Neev HDX 141 Cu Ft Container	OSM Rage+ (FC-140) 10.8kwh	Mahindra Treo (FC)
Ex- showroom price	₹3,26,334	₹4,13,987	₹4,32,120	₹4,05,750	₹3,48,448
Example of BuyBack Offer amount	₹1,30,550	₹1,65,500	₹1,72,840	₹1,62,180	₹1,39,379

The actual price payable to the Customer shall be subject to revision including reduction, based upon inspection of the Vehicle by the Company and subject to conditions in the Agreement.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Customer signature