

T&C for Kodiaq Online Booking

Terms and Conditions for online booking of Car with an authorized dealer of Škoda Auto India, a division of ŠKODA AUTO VOLKSWAGEN India Pvt. Ltd. (Herein after referred to as "Škoda Auto India" for BRAND ŠKODA). These terms and conditions apply to the User who uses the Online Services provided for any payment made for Škoda car bookings herein. Kindly read these terms and conditions carefully. By authorizing a payment through the online gateway payment partner for Škoda Car Booking, it would be treated as a deemed acceptance to these terms and conditions. Škoda Auto India reserves all the rights to amend these terms and conditions at any time without giving prior notice. It is the responsibility of the User to have read the terms and conditions before using the Services.

1. "Customer" means any Individual / Firm / Proprietorship / Company etc. competent to enter into contract of car purchase as per the Indian Contract Act, 1872 and interested in booking of the offered ŠKODA Car with a Dealership of Škoda Auto India through online/website of Škoda Auto India by making advance payment (Booking amount) using a valid Credit Card/Debit Card/Mobile Banking (IMPS)/Net banking Account/UPI/cash
2. "Dealership" or "Dealer" means the dealer appointed and authorised by Škoda Auto India for sale and/or service of the Car(s) manufactured and marketed by ŠKODA AUTO VOLKSWAGEN India Pvt. Ltd.
3. "Car" means any models of vehicles manufactured, imported, marketed by Škoda Auto India and sold by its dealer on Škoda Auto India's Website
4. The online booking system facility provided on ŠKODA AUTO India's Website ("Website") will facilitate the Customer in faster booking of the Car only with the Dealership as mentioned in the Website, at their convenience.
5. The Customer needs to provide accurate information while making online booking and the information shall be in English language only. The customer by filling in details in the online booking form agrees to allow the use of his provided details by Škoda Auto India and its authorized dealers for the purpose of Booking of Car and other incidental and related purposes.
6. The Customer may obtain the physical customer copy of the Car order form duly stamped at the Dealership.
7. Post online booking, the Customer will get a Booking Reference ID (Customer ID) and with that the Customer shall contact the concerned Dealership which he/she has selected regarding availability of selected variant/ model, balance payment, delivery details etc. Customer may opt for one colour choice for a particular variant. In case of any subsequent

change in either colour or variant preference, subject to availability the same old Booking Reference Number must be used.

Acceptance of Payment towards Booking

8. For booking online, the Customer is required to pay the specified Booking amount as displayed on the Website at the time of booking of Car selected by the Customer. The Payment of booking amount is to be made online by Credit Card/Debit Card or net banking through NEFT/RTGS,UPI or by Cash payment at the Dealership
9. Škoda Auto India is only a facilitator in the transaction and has suitably made the Website available for online booking of Car and transfer of amount from Customer account to the Dealership. Hence, Škoda Auto India will not be responsible for any charges imposed and action taken by the Payment Partner arising out of online payment. In the event, the Customer suffers any kind of loss or damage arising out of the payment transaction made by the Customer on the website, Škoda Auto India shall not be responsible for the same and the Customer will have recourse to claim damages only from the Dealership.
10. The online booking is available at www.buyskodaonline.co.in whereas payment gateway is powered by intermediary providing payment partner and merchant services.
11. The Payment made by the Customer for online booking of Car through payment gateway is subject to the terms and conditions as provided by the Gateway Payment Partner. Škoda Auto India or its Dealership shall not be responsible for payment issues arising in respect of online booking through the payment gateway.
12. Škoda Auto India ensures that all payments made via the online booking platform are processed through secure payment gateways using encryption technology. However, Škoda Auto India will not be liable for any fraud or security breaches that occur due to the Customer's failure to protect their account details or credit/debit card information.
13. The transactions, booking amount and all other commercial terms such as balance payment, delivery of Car etc., shall be as per the bipartite contractual obligations agreed between the Customer and the concerned Dealership only and the payment gateway facility is arranged just to facilitate the completion of online booking transaction smoothly and speedily.
14. The booking amount remitted by the Customer will be realized and transferred to the respective Dealership's account, which the customer selected, on making online booking.

The Customer authorizes Gateway Payment Partner engaged by Škoda Auto India to collect, process, facilitate and remit payments and/or the transaction electronically in respect of transactions through gateway payment partner. The Customer understands, accepts and agrees that the Payment Gateway facility provided by Škoda Auto India is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, for the transactions on Website using the existing authorized banking

infrastructure and Payment Gateway networks. By providing Payment Gateway facility, Škoda Auto India is neither acting as trustee nor acting in a fiduciary capacity with respect to the transaction or the online Booking amount.

15. Škoda Auto India reserves the right to reject without assigning any reason, an online booking made by a Customer having prior history of questionable charges including without limitation breach of any agreements by Customer with Škoda Auto India / Dealership or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.
16. Škoda Auto India may delay the notification of payment confirmation to Dealership, if ŠKODA deems suspicious or for Customers conducting high transaction volumes to ensure safety of the transaction. In addition, Škoda Auto India may hold the transaction and may not inform Dealership or remit Booking amount to law enforcement officials (instead of refunding the same to Customer) at the request of law enforcement officials or in the event the Customer is engaged in any form of illegal activity.
17. Customer acknowledges that Škoda Auto India will not be liable for any damages, interests or claims etc. resulting from not processing a transaction or any delay in processing a Transaction which is beyond control of Škoda Auto India.
18. After online booking of Car and successful online payment transaction, the system will generate a transaction Reference Number, acknowledging the receipt of payment towards the booking of Car. The Customer shall use the Reference Number for all future communication with the Dealership and produce the copy of receipt showing the Reference Number as and when required by the Dealership. However, such acknowledgement/ receipt shall not be treated as acceptance of booking by dealership.
19. The Customer agrees that the Dealership shall not be deemed to have accepted the booking of the Customer or be bound by the booking until Dealership notifies the Customer of its acceptance of the booking.
20. The Booking amount paid by the Customer at the time of online booking will be adjusted against the sale price of the Car at the time of raising the Invoice by the Dealership. The Customer shall pay the balance amount to the Dealership directly to complete the

successful transaction of purchase of the car. Thereupon, the Dealership shall deliver the Car as per the delivery commitment date given by the Dealership. Only after receipt of the full balance price of the Car and submission of requisite supporting documents, the booking will be binding. Until then, the online booking will be treated merely as a request on the part of the Customer and an indication of an intention to sell on the part of the Dealership and does not result in a booking confirmation or contract of sale and should the booking fail to be accepted for whatever reasons or could not be completed, there will be no financial implications to Škoda Auto India or the Dealership except as per the terms and conditions mentioned here.

21. If a Customer fails to pay the balance amount within the stipulated time as informed by the Dealer, the Car chosen by the Customer would be allocated to the next customer. Thereafter, depending on the date of receipt of balance amount from the Customer, the Customer's Booking Reference Number would change and accordingly delivery of Car booked by the Customer would be postponed by the Dealership, depending on the availability of particular Car booked by the Customer
22. The Vehicle Specification and price including, statutory levies (Import Duty, Excise Duty, Taxes and other levies) will be applicable as prevailing on the date of invoice issued by Dealership to the Customer.

Delivery of ŠKODA Car

23. The Customer should contact the Dealership selected by him / her at the time of making the online booking for the purpose of taking delivery. The name on which Booking has been made cannot be changed and Dealership will have to raise a special request with Škoda Auto India to change Customer name against a Booking
24. Please note that delivery timeline can vary. Your chosen dealer will reach out within a few weeks to share an expected delivery timeline
25. All the original documents will need to be produced at the time of taking delivery of Car for verification by the respective Dealership.
26. The documents required for registration of the Car have to be submitted as per the policy, rules and regulations of the transport authority of the concerned State Government.
27. The Delivery of Car shall be made after realization of full payment in the bank account of the Dealership. Further, the delivery of the Car shall be made after registration number is allotted by the Transport Department. The Customer understands that the registration of

the Car is at the sole discretion of the transport authority concerned.

Cancellation and Refund

28. In case of a cancellation request, a certain processing fee, depending on the stage at which cancellation is done, will be deducted from the booking amount. The refund will be processed to the original payment method, subject to applicable charges as determined by the Payment Gateway Partner.
29. The Customer shall ensure that sufficient funds are available in their bank account or credit limit for the successful processing of the payment. In case of failed or insufficient payments, the online booking will be considered void, and cancellation of the booking may take place or other appropriate actions may be initiated.
30. If any online booking amount and other amount paid by the Customer to the Dealership towards the price of the Car, Accessories or statutory requirement, then the Customer has to claim the said amount from the Dealership and no online claim shall be made in this regard. No cash payments would be made by the Dealership to the Customers.
31. In the case of funded orders, cancellation request shall be sent to the Dealership through the funding/ financing entity of the customer and refunds will be made to the concerned entity only.
32. The Notice of cancellation should be sent to the Dealership together with the original customer copy of the Order Booking Form if any and the payment receipt. Once cancelled, Customer Order cannot be reinstated at the same Booking Reference Number. General Terms
33. The Customer shall be responsible for maintaining the confidentiality of the Display Name and Password and for all activities that occur under the Display Name and Password. If the Customer provides any information that is untrue, inaccurate, not correct or incomplete or Škoda Auto India has reasonable grounds to suspect that such information is untrue, inaccurate, not correct or incomplete, Škoda Auto India shall have the right to indefinitely suspend or terminate or block access of the customer membership on the Website and refuse to provide the Customer with access to the Website.
34. Škoda Auto India may from time to time offer promotions/rewards/benefits for booking of Car(s) made through this online system, for a limited period. The terms & conditions of such promotions/rewards/ benefits will be specified separately. Škoda Auto India may withdraw/change the terms & conditions of promotions/rewards/benefits for online booking at any time without prior notice.

35. Škoda Auto India reserves the right to change the price, model, variants, specifications and features of the Car as shown on the Škoda Auto India Website or at the Dealership without any prior notice.
36. Škoda Auto India reserves the right to change or alter any terms and conditions or the process itself without prior notice and may withdraw the offer of online booking without prior notice.
37. In case of any significant changes to the pricing, model availability, or statutory levies (e.g., changes in GST or import duties) between the time of booking and the time of delivery, the Dealership reserves the right to adjust the final invoice amount accordingly, with prior notification to the Customer.
38. Škoda Auto India or Dealership will not be responsible for delay, loss or non- receipt of online booking information or any other form of submission not contemplated herein.
39. The online Booking is not compulsory, but only optional and voluntary for the interested customers and Cars can be booked and purchased by the Customer directly at Škoda Auto India Dealership as well.
40. Škoda Auto India or Dealership would not be responsible for delay, loss or non-receipt of communication by the Customer due to incorrect address or contact details, given in the Online booking form or any other form of submission not contemplated herein or otherwise. The Customer online booking will be rejected in case of incomplete forms or non-receipt of booking amount.
41. Škoda Auto India , their Directors, Employees, Dealers, Consultants, assume no liability whatsoever under any circumstances whatsoever for any direct or indirect loss or damage arising from a Customer booking a Car through the online/website of Škoda Auto India.
42. Customer is advised to quote the Booking Reference number and the date thereof for any enquiry regarding delivery position.
43. Delivery is subject to "force majeure" conditions. The term "force majeure" means any circumstances which are unusual, unforeseeable and are beyond the control of Škoda Auto India and/or Dealership concerned, the consequence of which could not have been avoided even if all due care had been exercised, including but not limited to acts of god, war or threat of war, riot, civil strike, hostilities, political unrest, government action, industrial dispute, natural or other disaster, nuclear incident, terrorist activity, sabotage, blockage, embargo, weather conditions, transport strike, fire, flood, typhoon, tempest, drought, Epidemic or Pandemic, short supply of labour, fuel, raw material, or manufactured produce, cyber-attacks, data breaches, technical failures, or other similar unforeseen events that could disrupt online payment systems or the Website or otherwise preventing or hindering the manufacture or delivery of the car and all similar events beyond the control of Škoda Auto India and/or Dealership concerned.

44. Customer further understands that the terms and conditions of sale of the Car is exclusively between Customer and Dealership only and that Škoda Auto India , which is operating with the Dealership concerned on principal to principal basis relationship, is not bound by any such terms in any manner whatsoever, except in cases where the selected dealership is the showroom owned by Škoda Auto India.
45. Customer hereby expressly consents Škoda Auto India to store/transfer the personal data (i.e. personally identifiable data) that voluntarily supplied herein and process and use it or share it with its affiliates, Associates, Dealers, Agencies, auditors, legal advisers, marketing partners, Representatives etc. to contact the Customer through outbound call by Telephone/Mobile Numbers or send SMS or Whatsapp or Email in connection with the delivery of the Car booked by the Customer and for offers, marketing and/or promotions, product related information, newsletter, market survey, poll, research, study, programs, enquiries about offerings, services and other legitimate purposes. Škoda Auto India may disclose information if required to do so by any law enforcing authority.
46. The personal data collected during the booking process, including but not limited to name, email address, phone number, and payment details, will be processed in accordance with the applicable privacy laws and Škoda Auto India's Privacy Policy. Customers may request access to, correction, or deletion of their personal data by contacting Škoda Auto India directly.
47. All intellectual property rights, including copyrights, trademarks, and patents, related to the website, content, and services offered through this website are the sole property of Škoda Auto India Škoda Auto India or its licensors. No part of the website may be reproduced, distributed, or otherwise exploited without prior written permission.
48. All personal data accumulated will be acquired, processed, and used according to the applicable regulations governing the protection of personal data for the sole purpose of managing and maintaining Škoda Auto India's own legitimate business interests.
49. Although Škoda Auto India takes reasonable measures to safeguard against unauthorized disclosures of information, it cannot assure that Personal Data that Customer provides will never be disclosed in a manner that is inconsistent with the Policy.
50. The Customer shall indemnify and hold harmless Škoda Auto India, its, affiliates, subsidiaries, Dealerships (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of breach of the terms and conditions, Terms of Use, privacy Policy and other Policies by the Customer, or any act or omission of the Customer or violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) by the Customer.
51. In case of any dispute relating to enforcement, interpretation or application of these terms and conditions shall be subject to Arbitration by single arbitrator appointed by Škoda Auto

India. The arbitration proceedings will be conducted at Mumbai, India in the English language.

52. The terms and conditions of this online booking shall be governed by the laws as applicable in India.

By accessing, browsing or otherwise using Škoda Auto India Website for booking Car, it is assumed that the Customer has read, understood and accepts and agrees to all the terms and conditions mentioned above on the Website and also gives unconditional consent for being contacted for Products/Services of Škoda Auto India over telephone/mobile phone/ email/ SMS. Non-acceptance of any of these terms and conditions will result in disqualification. Further, by impliedly or expressly accepting the Terms of Use, the Customer also accepts and agrees to be bound by Škoda Auto India Policies (including but not limited to Privacy Policy available on its Website) as amended from time to time.