

TERM AND CONDITON

1. INTRODUCTION

PLEASE READ THIS TERMS & CONDITION OF SERVICE AGREEMENT CAREFULLY

By visiting this website you agree to this term & Condition, by giving your consent before using the website www.linkdaikin.com that you are bound by these term & condition and Privacy Policy

Your consent is essential for using the services offered in this application and is granted to DA IPL voluntary & without any undue influence.

This website www.linkdaikin.com is owned and independently operated by Daikin Airconditioning India Private Limited, a company incorporated under the Indian Companies Act, 1956 which is 100% subsidiary of Daikin Industries Limited, Japan the owner of the "DAIKIN" trademark and intellectual property related to the "DAIKIN" brand. Daikin Airconditioning India private Limited shall be referred to by full name or as DA IPL or Our or We or Us.

We reserve the right, at Our sole discretion, to change or modify whole/portions of these Terms and conditions at any time. If We do this, We will post the changes on this page or a prominent portion of the Website and will indicate in a reasonable manner the date these Terms were last revised. Any such changes will become effective at least 7 days after they are posted, except that certain categories of modifications may be effective immediately as provided in more detail under "*Modification of this Agreement*" below. Your continued use of the Service after the date on which any such changes become effective constitutes Your acceptance of the modified Terms.

You warrant that You possess the legal authority to accept these Terms and thereby enter into an agreement with DA IPL under the applicable laws and to use the Website and Service(s) in accordance with all terms and conditions herein.

By electronically accepting this agreement, you confirm your acceptance and it would be accepted as would a written agreement with your signature. You accept all the Terms and Conditions as follows:

2. DEFINITION

I. AFFILIATES

means an entity (for the purpose of this Policy) or Individual that controls, is controlled by, or is under control with, the entity, and "Control" for purpose of this definition means ability to direct the policies or operations of an entity,

	whether by contract, ownership of equity interests, or otherwise.
II. AGREEMENT	means this Terms & Conditions
III. ADMIN/OFFICER	DAIPL authorized person who accept or reject access to the website
IV. AUTHORIZED DEALER/ CHANNEL PARTNER	means a company/partnership/ proprietor authorised by DAIPL Management to market, sales and service the product line defined by DAIPL
V. AUTHORIZED DEALER AGREEMENT	means the agreement signed between the authorized dealer/Channel Partner and DAIPL to do offline business.
VI. BODY CORPORATE	any company and includes a firm, sole proprietorship or other association of individuals engaged in commercial or professional activities
VII. CHILDREN:	a child is any human being below the age of eighteen years, unless under the law applicable to the child, majority is attained earlier
VIII. CUSTOMER	means natural person who can form a legally binding contract under the Indian Contract Act 1872; visiting or interacting with the website or service offered or product ordered on behalf of himself or herself or on behalf of other natural person.
IX. DATA	a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalized manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer.
X. DAIPL	"we", "Us" and/or "Our" means the company described in Introduction above
XI. INFORMATION	includes data, message, text, images, sound, voice, codes, computer programs, software and data bases or micro film or computer generated micro fiche.
XII. INSTRUCTION	means the instruction given by customer through the website including order placed by customer through the website.
XIII. ORDER	means an offer made by Authorized Dealer/Channel Partner to DAIPL to purchase the enlisted product manufactured by DAIPL from the website.

XIV. PERSONAL INFORMATION	means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.
XV. PRIVACY POLICY	means this privacy policy
XVI. SERVICE	means the website; Customer instruction, Order and interactions with the Website; response generation with website; and all actions undertaken in pursuance of your Instructions on the Website including but not limited to placement of Order, dispatch of order products and delivery of ordered products
XVII. TERM	means this Terms & Conditions agreement
XVIII. USER	means an Authorized Dealer/Channel Partner visiting and interacting with the website or service
XIX. Website	means website @ https://www.linkdaikin.com

3. ACCESS, USE OF SERVICE AND RESTRICTION

3.1 Eligibility/Age

Use of www.linkdaikin.com is available only to natural person who can form a legally binding contract under Indian Contract Act 1872. If customer is minor i.e., under 18 years of age, then please do not use the service or otherwise use the service with involvement of parent or legal guardian.

3.2 Review, Comment and other Communications

When you visit www.linkdaikin.com, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us. We may communicate with you by e-mail, SMS, phone call or by posting notices on the website or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e-mails or phone calls from us with respect to your order.

All the communication regarding Quote approval/rejection, PO rejection, Registration acceptance/Rejection shall be communicated through email/SMS notification.

3.3 a As an Authorized dealer you are allowed to –

- a. To avail DAIPL service for single Dealership-Multiple dealer admin members can request for commerce portal entry subject to salesperson '**consent**' and acceptance of the Terms and Condition

along with existing dealership Agreement signed between user and DA IPL.

- b. Instantly Interact with support of chatbot and directly ask sales related question to DA IPL officers /Admin.
- c. You can request for discount through quotation and same shall be approved or reject as per company policy and processed accordingly;
 - i. For Room Airconditioner while claiming for discount; Purchase Order, Customer Details and Basis of discount shall be mandatory, without which proposal shall not be accepted even for consideration.
 - ii. For other product Purchase Order is optional but rest of condition mentioned above for RA are mandatory.
- d. You will get approved quotation by default for End of month date or you can ask quotation approval for 90 days from day of quotation generated.
- e. You can go for partial order from approved quotation and can use leftover quotation quantity value till the time period quote is approved or rejected.
- f. You can use credit adjustment amount from checkout page (in case credit adjustment is left with DA IPL).
- g. You will be able to avail discounts based on dealer eligibility, type of products to buy and payment terms as advance or credit.
- h. You can undergo utilize advance or credit method either based on selection in cart page; plus, with a validation check in commerce whether he is eligible for Advance mode by checking his credit exposure. Further While selecting advance method credit adjustment if you have less balance, you can undergo payment through payment gateway as well.
- i. You can further ask for:
 - i. For cancel order till order is at the order level in order fulfillment stage.
 - i. For Reorder the same order again
 - ii. For invoice download for the order in delivery.
- j. For Sales return money will be returned through credit note to you.
- k. You can ask for credit limit extension from portal either for payment term or amount.
- l. **"Your above Order delivery will be completed by Daikin within 7 days from Date of Booking Order."**

3.4 b As an Authorized Dealer / Channel Partner– Finish Goods you are restricted to act below

- i. Based on eligibility of SBU lines, a dealer can open that category of product -Finished Goods.
- ii. Dealer can create cart for single SBU line only- other SBU lines and service spare parts are restricted.
- iii. Dealer cannot add service spare part if in cart he/she added FG in cart page.
- iv. Dealer can ask for Sales return till -Invoice date +149 days.

3.4c As an Authorized Dealer/Channel Partner – Service you are restricted to act below

- i. Based on eligibility of SBU lines, you cannot open that category of product -Service spare parts
- ii. You can create cart for single SBU line only- other SBU lines and FG are restricted.
- iii. You cannot add FG if in cart you have added service spare part in cart page.
- iv. You can ask for Service replacement till -Delivery date +6 days.

3.5 Users of this website may post reviews, comments and other content; send communications; and submit suggestions, ideas, comments, questions, or other information through CHATBOT, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." In the event a user uses a false e-mail address, impersonates any person or entity, or otherwise misleads as to the origin of any content. www.linkdaikin.com reserves the right (but not the obligation) to remove, refuse, delete or edit any content that in the sole judgement of www.linkdaikin.com violates these Conditions of use and, or terminate your permission to access or use this website.

3.6 **Account, Password & Security**

To access and use certain feature of DA IPL website Authorized Dealer / Channel Partner need to create an account on the Website subject to approval from DA IPL admin/Officer. Once you chose to create an account on DA IPL website you need to furnish true, correct and accurate information about yourself and your business at the same time you are responsible to maintain your Login id and password confidentiality if any, inform DA IPL immediately of any changes to the information that you provided when registering; and take all responsibility direct or incidental

for any activity that occurs under your account. You agree to immediately notify DA IPL of any unauthorized use of your account or other security breach.

3.7 **Privacy**

Request you to review DA IPL privacy policy, which govern your information sharing with us during the course of using our website www.linkdaikin.com. The personal information/ data shared/ provided to us by you during uses of DA IPL website shall be treated as highly confidential and monitored in accordance with the Privacy Policy, Information Technology Act 2000, Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 and other applicable rules and regulation. If you have any reservation to your personal information being transferred or used by us, please do not use our website.

3.8 **E-commerce platform or market place**

Customer agree acknowledge and understand that www.linkdaikin.com is an online platform that enable you to purchase DAIKIN products listed on the website at the price indicated therein at the time from any location. You further agree that www.linkdaikin.com is an online place providing an information technology platform on a digital & electronic network which is acting only as a facilitator between DA IPL and Authorized Dealer / Channel Partner. .

3.9 **Authority to use website**

Subject to the acceptance of terms, condition, privacy policy and compliance with third party privacy, intellectual property right, laws of land and regulation and payment against used service if any, DA IPL grant you authority to use the website for the defined service for limited period of time.

Authorised Dealer/ Channel Partner/ user are not allowed to upload, modify, publish transmit update any data / information that belongs to another person, violate law of land in any form but not limited to pornography, obscene, hateful, racial, privacy, privacy of third party, violate trademark, copyright or other property rights, infringe any Intellectual property right, misleading, impersonating another person, malware, software virus, threaten security & sovereignty of India, integrity of India, false information by any means, mass messaging, promoting own agenda etc.

The website, its design, coding and its content are intellectual property of Daikin Airconditioning India private Limited and Daikin Group any violation, misuse, export, or re-export copying of account, downloading reproducing, or any use of data mining, robots or similar data gathering and extraction of data by web

crawling shall be considered as violation of Term & condition and shall be prosecuted under then prevailing law of land.

You may not, and You will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the Website, whether in whole or in part, or create any derivative works from or of the Website.

You will be held responsible for any non-compliance of privacy policy, terms & conditions mentioned herein.

4. ORDER TERM

- 4.1 While placing the order on our website Authorized Dealer / Channel Partner understand that the order is for r business purpose only and you are authorizing us to declare to statutory authority on your behalf stating the aforesaid purpose of the product ordered by you on website.

Customer Order is an offer to DA IPL to buy the Airconditioners in their Order, when you place an Order to purchase an Airconditioners from DA IPL, you will receive an e-mail confirming receipt of your Order and containing the details of your Order (the "Confirmation e-mail").

4.2 PAYMENT

Your order will be processed once we receive the payment against the order place by you on DA IPL website, including but not limited to all applicable taxes, charges and fees as may be specified. We do accept the payment through our third party payment gateways; mode of payment may include credit card, debit card, net banking, mobile wallets and/or UPI. The terms and conditions, policies, procedures and guidelines of the Reserve Bank of India, National Payments Corporation of India, and the third-party service providers including but not limited to payment gateway, bank, mobile wallet, shall be applicable to all transactions undertaken by You. You assume sole responsibility for all risks associated with transfer of money or payments to Us, whether or not such transfer or payments are done through the use of a third-party payment gateway. All disputes regarding delayed payments or failed payments must be resolved with Your own financial service provider such as Your bank, and the third-party payment gateway, if any. DA IPL shall not be responsible for any failed or delayed payments, loss of information, loss of reputation or any other damages or losses faced by You or any third-party due to the use of such third-party payment gateway.

4.3 PRICES AND OFFER -

Prices and offer listed on website are provided as an invitation to offer may not indicate availability of the product. When you place an order you provide the seller an offer to purchase product from them.

4.4 TAXES, CHARGES AND FEES

You shall be responsible for payment of all fees/costs/charges associated with the purchase of products from us / seller and you agree to bear any and all applicable taxes including but not limited to VAT/CST, service tax, GST, duties and cesses delivery fees, installment fees, payment gateways charges etc.

4.6 MISSING ASSESORIES -

If a product is missing accessories prior to its delivery to You, you must contact DA IPL within twenty-four (24) hours of receipt of the product, post which DA IPL shall not be liable for any missing accessories. DA IPL will investigate the request with Delivery Provider and accordingly provide support.

4.7 RIGHT TO REFUSE

DA IPL may at its sole discretion refuse to sell the product or fulfill the order as placed by you without assigning any reason what so ever.

4.8 LIMITATION ON TRANSACTIONS

DA IPL may, in its sole discretion and without prior notification to Authorized Dealer/ Channel Partner, impose limits on the number of transactions or transaction price received from a single Customer or payment method.

5. LOSSES

5.1 DA IPL will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable or otherwise.

6. MODIFICATION TO THE CONDITION

6.1 This Terms & Conditions may be modified by DA IPL from time to time You will be subject to the policies and Conditions in force at the time you order goods from DA IPL, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or

for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition

7. EVENT BEYOND REASONABLE CONTROL

- 7.1 DA IPL shall not be held liable for any delay or failure to comply with our obligations under these terms & conditions if the delay or failure arises from any cause which is beyond reasonable control of DA IPL..

8. INTELLECTUAL PROPERTY RIGHTS, TRADEMARKS/TRADE NAMES, COPY RIGHTS ETC:

- 8.1 It is clearly understood by and between Parties herein that, all intellectual property rights, website, logo, trademarks/trade names, copy rights, service marks, distinctive marks, Product patents, brochures, literature, advertising material, design, colour combination, concept, Know how, trade secret etc. whatsoever without any limitation or restriction but including in respect of DA IPL's name/Brand name, DA IPL's previous, existing or future Products manufactured and vended in and under the Brand name, DA IPL. No one may copy, reproduce, transmit, post, distribute or create derivative works from the Services without express, prior written authorization from DA IPL. No rights are granted to You hereunder other than as expressly set forth herein.

9. COMPLIANCE WITH LAWS

- 9.1 Authorized Dealer / Channel Partner & DA IPL shall comply with all applicable laws (Including but limited to Competition Act, 2002, Prohibition on adoption of unfair trade practices, prohibition on manipulation of the price of the goods or services offered, prohibition on discrimination between consumers of the same class or any arbitrary classification of consumers, Cartelization, prohibited activities under law of Land, Abuse of Market dominance, Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002, Foreign Contribution Regulation Act, 1976 and the rules made there under, Goods & Services Tax Act, 2017 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively for using Payment Facility and the Website.

10. INDEMINIFICATION

- 10.1 You shall indemnify and hold harmless DA IPL, its Affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of Your breach of these Terms or any document incorporated by reference, or Your violation of any law, rules, regulations or rights of a third party. You hereby expressly release DA IPL and/or its Affiliates and/or any of its officers and representatives from any cost, damage, liability, loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure or any other direct or indirect or consequential loss) or other consequence of: (i) any of the actions or inactions of Third-Party Service Providers; and/or (ii) any action or inaction of DA IPL. You specifically waive any claims or demands that You may have in this behalf under any statute, contract, theory of law or otherwise. Under no circumstances shall DA IPL be responsible for any business loss.

11. THIERD PARTY WEBSITE OR APP

- 11.1 The Website or Service may contain links to external third-party websites, apps or services. DA IPL does not guarantee, approve or endorse the information or products available on such third-party websites, apps or services, nor does a link indicate any association with or endorsement of the linked website, app or service. CUSTOMER /USER understand that any dispute arising at third party website/app/service shall be resolved between third party and the customer/user, DA IPL had no role, control on same and ultimately not liable for any breach happened in course of such transaction.

12. TERM AND TERMINATION

- 12.1 This agreement shall come into effect as on date the customer accept these term and condition and shall continue to remain in force until the Agreement is terminated in accordance with the terms of this Agreement
- 12.2 Termination by DA IPL: you agree that DA IPL in its sole discretion, may suspend or terminate your account or any part thereof or this agreement at any time without prior notice or service, for any reason, including but not limited to, lack of use of website, violation of term and conditions, fraudulent, abusive or illegal activities etc.
- 12.3 Termination by Customer: Customer may terminate this agreement at any time by contacting DA IPL, however the termination will come into effect once DA IPL accept the same and gave their written confirmation.
- 12.4 Effect of Termination: once termination of this agreement come into effect, customer shall be liable for any pending or unpaid fee, charges or payment due for any pending order or instruction given by customer under this agreement.

DAIPL may at its sole discretion, undertake any of the following actions upon the termination of the agreement

- a. Provide a refund for unfulfilled order / instruction
- b. Cancel unfulfilled Order/instruction
- c. Require customer to return the product that have already been delivered if DAIPL/Seller suspect fraudulent activity; and/or
- d. Fulfil an order/instruction placed prior to termination of the Agreement.

13. NOTICE

13.1 If you believe or find that your rights are being violated by an content, product, or information on the www.linkdaikin.com site you may send a communication to us via- E-mail PDF or Fax to Grievance Officer –

Name Anurag Misra

E-mail grievance.officer@daikinindia.com

Subject Line Claim/objectionable content or infringement

Fax +91-124-455 5333

Or

Daikin Airconditioning India Private Limited

12th Floor, Building No 9, Tower A, DLF Cyber City

DLF Phase – III, Gurugram- 122002, India

Note: Giving false, misleading or inaccurate information in the Notice to Daikin Airconditioning India Private Limited (DAIPL) or www.linkdaikin.com may result in civil and/ or criminal liability.

14. WAIVER

14.1 Any waiver shall be in writing and signed by an authorized representative of either Party. No waiver, failure or delay to enforce any provision of this Agreement on one occasion shall be deemed a waiver of any other provision or of such provision on any other occasion.

15. GOVERNING LAW

15.1 This Agreement shall be governed by and interpreted in accordance with the laws of INDIA without reference to the conflict of law principles. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Delhi.

16. SEVERABILITY.

16.1 If any one or more of the terms and conditions of this Agreement shall be or become inoperative, invalid, illegal or otherwise unenforceable by operation of law, the validity, legality and enforceability of the remaining terms and conditions of this Agreement shall not in any manner be affected or impaired.

17. FORCE MAJEURE.

17.1 Neither Party shall be liable for any delay or failure to fulfill its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, acts of God, labor disputes, actions of governmental entities, riots, war, terrorism, fire, flood, earthquakes, volcanism, tsunami, typhoon, epidemics or events of similar nature.

18. Dealership Agreement

18.1 In case of conflict between the terms & condition uploaded on website www.linkdaikin.com and the Authorized Dealer Agreement signed by Dealer in person, the Authorized Dealer agreement will prevail over the Terms & Conditions.

Contact info: - you may connect DA IPL at customerservice@daikinindia.com or at 1860-180-4900 / 011 40319400 /

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