

TERMS AND CONDITIONS

Effective Date: 23rd February 2023.

THESE TERMS OF USE APPLY UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW. IN SUCH CASE, THE PROHIBITED TERM SHALL BE NULL AND VOID BUT THE REMAINDER OF THE TERMS ARE NOT WAIVED AND SHALL REMAIN IN FORCE.

PLEASE CAREFULLY READ THESE TERMS OF USE AND OTHER POLICIES OR AGREEMENTS REFERENCED IN THESE TERMS OF USE BEFORE USING THE PRODUCTS OR "SERVICES." BY USING THE SERVICES, YOU UNCONDITIONALLY AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, INCLUDING THE ARBITRATION AGREEMENT. PLEASE READ IT CAREFULLY.

1. Use of Material

This page contains the Terms and Conditions under which you may use any website, app, or other product or service (including any product software or firmware) (the "Services") that is licensed, owned, or offered by A. O. Smith India Water Products Private Limited (AOS India) . Please read this page carefully before using the Services. If you do not accept the Terms and Conditions stated here, do not use the Services offered. By using the Services or clicking a box that states that you accept and agree to this Agreement, you are indicating your acceptance to be bound by the terms of these Terms and Conditions and to abide by all applicable laws, rules and regulations ("Applicable Law"). A. O. Smith India(the "Company"), the owner of the Services, may revise these Terms and Conditions at any time by updating this posting. You should visit this page periodically to review the Terms and Conditions, because they are binding on you. Your use of the Services is subject to your continued compliance with these Terms and Conditions. The terms "You" and "User" as used herein refer to all individuals and/or entities accessing this Website for any reason.

The contents of the Services, such as text, graphics, images, logos, button icons, software and other content (the "Material"), are protected under Indian and foreign copyright, trademark and other applicable laws. All Material is the property of the Company or its content suppliers or clients. The compilation (meaning the collection, arrangement and assembly) of all content on the Services is the exclusive property of the Company and protected by applicable laws. Unauthorized use of the Material may violate copyright, trademark and other laws. You must retain all copyright, trademark, service-mark and other proprietary notices contained in the original Material on any copy (permitted or not permitted) you make of any of the Company's Material. You may not sell or modify the Company's Material or reproduce, display, publicly perform, distribute or otherwise use the Company's Material in any way for any public or commercial purpose. The use of the Company's Material on any other website or in a networked computer environment for any purpose is prohibited. Further, the HTML code that is created by the Company while generating its pages is also protected by the Company's copyright.

The Company reserves the right to terminate the accounts of Users who violate the Company's policy on infringement of copyright or other intellectual property rights of others.

The Company and all of its affiliated companies respect the intellectual property of others, and we expect our users to do the same. The unauthorized reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owner's

rights. As a condition to your use of the Services, you agree not to use the Services to infringe the intellectual property rights of others in any way. The Company will assist the respective owners of the various intellectual property in order that they may protect their rights to the fullest extent of both domestic and international law. We reserve the right to take these actions at any time, in our sole discretion, with or without notice and without any liability to any user.

2. Acceptable Site Use

The Services may be used only for lawful purposes by individuals seeking to find out more information, purchase the various products offered, or use A. O. Smith Services as described in any instruction manual or similar A. O. Smith documentation.

3. Prohibited Uses of the Services

3.1 General Rules

Users may not use or reference the Company's Services in order to transmit, distribute, store or destroy material (a) in violation of Applicable Law; (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others; or (c) that is defamatory, obscene, threatening, abusive or hateful.

3.2 Website Security Rules

Users are prohibited from violating or attempting to violate the security of the Services, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Services, overloading, "flooding," "spamming," "mailbombing" or "crashing"; (d) sending unsolicited e-mail, including promotions and/or advertising of products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; or (f) reverse engineering or copying any firmware provided by A. O. Smith for any A. O. Smith product or service. Violations of system or network security may result in civil or criminal liability. The Company will investigate occurrences that may involve such violations and will cooperate with law enforcement authorities in prosecuting users who are involved in such violations. Furthermore, users of the Services are prohibited from the following:

- a) Using any device, software or routine to interfere or attempt to interfere with the proper working of the Services or any activity being conducted on the Services.
- b) Taking any action that imposes an unreasonable or disproportionately large load on the Website's infrastructure.
- c) Notwithstanding anything to the contrary contained herein, using or attempting to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars and intelligent agents) to navigate or search the Services other than the search engine and search agents available from the Company on the Services as well as generally available third-party Web browsers, such as Internet Explorer and Google Chrome.
- d) Attempting to decipher, decompile, disassemble or reverse-engineer any of the software comprising or in any way making up a part of the Services.

- e) Aggregating, copying or duplicating in any manner any of the materials or information available from the Services.
- f) Providing false information of any kind.

The Company reserves the right to terminate the accounts of Users found to be engaging in any of these prohibited uses.

4. User Information (Privacy Statement)

You may be asked to provide the Company with certain information including, without limitation, personal information such as a valid e-mail address, telephone phone number and other contact and personal information (your "Personal Information"). Please review the Privacy Policy found at www.aosmith.com/privacy-policy to understand how the Company uses your Personal Information. By agreeing to these Terms and Conditions, you acknowledge that your use of the Services is subject to the Company Privacy Policy in effect at the time of your use.

5. Text/WhatsApp Messages

If you elect to receive marketing text messages/WhatsApp Messages from us, either via our website or by sending a text message indicating your consent, you are providing your prior express written consent to receive recurring marketing or promotional SMS/WhatsApp text messages from us (each, a "Text Message") sent through an automatic telephone dialing system/CRM. These may include cart abandon messages. Message frequency varies. This service is optional and is not a condition for purchase. You can opt out of receiving any further Text/WhatsApp Messages from us at any time by writing to us an email aosmithcs@aosmithindia.com . In addition to any fee of which you are notified, your mobile provider's message and data rates may apply to our confirmation Text Message and all subsequent Text Message correspondence according to your individual rate plan provided by your wireless carrier. Please consult your mobile service carrier's pricing plan to determine the charges for browsing data and sending and receiving Text Messages. Under no circumstances will we or our affiliates or service providers be responsible for any SMS messaging or wireless charges incurred by you or by a person that has access to your wireless device or telephone number. If your carrier does not permit SMS/WhatsApp messages, you may not receive the Text/WhatsApp Messages. Neither we nor the wireless carriers or service providers will be liable for any delays in the receipt of, or failure to deliver, any Text/WhatsApp Messages, as delivery is subject to effective transmission from your network operator. Text/WhatsApp Message services are provided on an "AS IS" basis. Data obtained from you in connection with purchase or Transaction against any AO Smith Products and. We may use this information in accordance with our Privacy Policy to contact you and to provide the services you request from us. For more information on how we use telephone numbers and other Personal Information, please read our Privacy Policy. If you change or deactivate the phone number you provided, you have an affirmative obligation to update your account information and the phone number(s) attached to your account to prevent us from inadvertently communicating with anyone who acquires any phone number(s) previously attributed to you, and any new phone number(s) you attach to your account may receive our standard marketing Text Messages unless you also unsubscribe via the above procedures.

6. Disclaimer of Warranties, Limitation of Liability, and Indemnity

6.1 Disclaimer of Warranties

EXCEPT AS MAY BE PROVIDED IN ANY EXPRESS PRODUCT WARRANTY PROVIDED BY A. O. SMITH, THE SERVICES, ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND THE COMPANY DOES NOT GUARANTEE OR PROMISE ANY SPECIFIC RESULTS FROM USE OF OR CONTINUOUS AVAILABILITY OF THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES IMPLIED FOR A COURSE OF PERFORMANCE OR COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY MAKES NO WARRANTY THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS TO THE SERVICES WILL BE CORRECTED, THAT THE SERVICES OR THE SERVERS ON WHICH THEY ARE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY INFORMATION OBTAINED BY YOU ON, THROUGH OR IN CONNECTION WITH THE SERVICES WILL BE ACCURATE, RELIABLE, TIMELY OR COMPLETE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) RESULTING FROM USE OF THE SERVICES, PROBLEMS OR TECHNICAL MALFUNCTION IN CONNECTION WITH USE OF THE SERVICES, ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED IN CONNECTION WITH THE SERVICES, OR THIRD-PARTY SERVICE TRANSMITTED ON, THROUGH OR IN CONNECTION WITH THE SERVICES, WHETHER ONLINE OR OFFLINE. YOUR USE OF THIRD-PARTY SERVICES AND THE GOODS OR SERVICES PROVIDED BY ANY THIRD-PARTIES IS SOLELY YOUR RESPONSIBILITY AND AT YOUR OWN RISK.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES, AND ANY INFORMATION TRANSMITTED OR RECEIVED IN CONNECTION THEREWITH, MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME RESPONSIBILITY FOR THE ENTIRE COST OF ANY MAINTENANCE, REPAIR OR CORRECTION TO YOUR COMPUTER SYSTEM, COMPATIBLE DEVICE OR OTHER PROPERTY OR RECOVERY OR RECONSTRUCTION OF LOST DATA NECESSITATED BY YOUR USE OF THE SERVICES.

6.2 Limitation on Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE COMPANY SERVICES DURING THE TERM OF YOUR USE OF THE COMPANY SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OTHER THAN THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE COMPANY SERVICES DURING THE TERM OF YOUR USE OF THE COMPANY SERVICES, INCLUDING ANY OTHER GENERAL, DIRECT, INDIRECT, COMPENSATORY, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, AND INCLUDING, WITHOUT LIMITATION, LOST PROFIT DAMAGES, DAMAGES RESULTING FROM LOST DATA, AND BUSINESS INTERRUPTION ARISING FROM YOUR USE OF OR INABILITY TO USE THE COMPANY SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT ANY DAMAGES YOU INCUR ARISING OUT OF COMPANY'S ACTS OR OMISSIONS OR YOUR USE OF COMPANY SERVICES ARE NOT IRREPARABLE AND ARE INSUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING THE AVAILABILITY OF OR ANY PERSON'S ABILITY TO ACCESS ANY PORTION OF THE COMPANY SERVICES.

THE LIMITATIONS IN THIS SECTION APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

6.3 Indemnity

YOU AGREE TO INDEMNIFY AND HOLD THE COMPANY, SUBCONTRACTORS AND OTHER PARTNERS, AND THEIR RESPECTIVE OFFICERS, AGENTS, PARTNERS AND EMPLOYEES, HARMLESS FROM ANY LOSS, LIABILITY, CLAIM, OR DEMAND, INCLUDING, BUT NOT LIMITED TO, REASONABLE LEGAL AND ACCOUNTING FEES, MADE BY ANY THIRD-PARTY DUE TO OR ARISING OUT OF OR IN CONNECTION WITH YOUR BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS HEREUNDER; YOUR VIOLATION OF THESE TERMS AND CONDITIONS OR ANY LAW; YOUR USE OF THE SERVICES IN VIOLATION OF THESE TERMS AND CONDITIONS; ANY INFRINGEMENT OF COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY OR OTHER RIGHT OF ANY PERSON OR ENTITY; AND ANY MISREPRESENTATION MADE BY YOU. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN THE COMPANY'S DEFENSE OF ANY CLAIM. THE COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY EVENT SETTLE ANY SUCH MATTER WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

7. Links to Other Sites

The Services may provide, or third-parties may provide, links to other websites, apps, resources or other services created by third parties (collectively, "Third-Party Services"). When you engage with a Third-Party Service, you are interacting with the third-party, not with the Company. If you choose to use a Third-Party Service and share information with it, the Third-Party Services may use and share your information in accordance with the Third-Party Service's privacy policy and your privacy settings on such Third-Party Service. In addition, the third-party providing the Third-Party Service may use other parties to provide portions of the apps or service to you, such as technology, development or payment services. The Company is not responsible for and makes no warranties, express or implied, as to the Third-Party Services or the providers of such Third-Party Services (including, but not limited to, the accuracy or completeness of the information provided by such Third-Party Service or the privacy practices thereof). Inclusion of any Third-Party Service or a link thereto on the Services does not imply approval or endorsement of the Third-Party Service. The Company is not responsible for the content or practices of any websites other than the Services that link to the Terms and Conditions, even if the website links to the Services and even if it is operated by the Company or a company otherwise connected with the Company. By using the Services, you acknowledge and agree that the Company is not responsible or liable to you for any content or other materials hosted and served from any website, mobile site or app other than Services. When you access Third-Party Services, you do so at your own risk. The Company encourages you not to provide any personally identifiable information to or through any Third-Party Service unless you know and are comfortable with the party with whom you are interacting.

8. No Resale or Unauthorized Commercial Use

You agree not to resell or assign your rights or obligations under these Terms of Use. You also agree not to make any unauthorized commercial use of the Services. Further, since the Services are a source for reference only, you agree not to cite the Services as any type of authoritative or information source. The Company will not be liable or endorse any type of referral made to the Services.

9. Termination

The Company reserves the right, at its sole discretion, to pursue all of its legal remedies (such as terminating use and/or license to use any of the programs) upon any breach by a User of these Terms and Conditions or if the Company is unable to verify or authenticate any information a User submits to the Services.

10. Reserved Right of Refusal

The Company, in its sole discretion, reserves the right to refuse fulfillment of your order, or refuse you any involvement with A. O. Smith India services, or to delete your assigned user name and password if you breach any of the terms of this Agreement.

11. Modifications to Agreement

Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that the Company may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately after posting of the revised Agreement or change to the service(s) on the Company's Services. You agree to periodically review our Services, including the current version of this Agreement available on our Services, to be aware of any such revisions. By continuing to use the Company's services after any revision to this Agreement or change in services, you agree to abide by and be bound by any such revisions or changes. The Company is not bound by nor should you rely on any representation by information posted on our Services of a general informational nature. No employee, contractor, agent or representative of the Company is authorized to alter or amend the terms and conditions of this Agreement.

12. General Terms

These Services are controlled, operated and administered by the Company from its offices within India. The Company makes no representation that materials at these Services are appropriate or available for use at other locations outside of India and access to them from territories where their contents are illegal is prohibited. You may not use the Services to export the Materials in violation of U.S. export laws and regulations. If you access these Services from a location outside of India, you agree that you do so of your own initiative, and you are responsible for compliance with all local laws.

13. Governing Law and Choice of Forum

These Terms and Conditions are governed by the laws of India. Jurisdiction for any claims arising under this agreement shall lie exclusively with the courts of Kanakpura, and all parties submit to the jurisdiction of the venue of these courts. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in additional terms of use for areas of the Services, such as a particular legal notice or material on particular Web pages, these Terms and Conditions constitute the entire agreement between you and the Company with respect to the use of the Services. No changes to these Terms and Conditions shall be made except by a revised posting on this page.

14. No Waiver

The failure of the Company to exercise or enforce any right or provision of the Terms and Conditions will not operate as a waiver of such right or provision. If we fail to act in response to a violation of the Terms and Conditions, you should not assume that we do not object to the violation or even that we are aware of it. In addition, you may not construe a waiver of any provision of the Terms and Conditions with respect to any party as a waiver of that provision (or any other provision) with respect to either that party or any other party. Further, the Company's decision to delay exercising or enforcing any right or remedy under the Terms and Conditions shall not constitute a waiver of such right or remedy. Even if the Company acts in a way that appears to you to be inconsistent with the Terms and Conditions, the Company's action shall not be deemed a waiver or constructive amendment of the Terms and Conditions.

15. Other

The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect. The Terms and Conditions operate to the fullest extent permissible by Applicable Law. Except as otherwise expressly provided herein, if any provision of the Terms and Conditions is unlawful, void or unenforceable, that provision is deemed severable from the Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

16. License of Product Firmware or Other Software, Including Mobile Applications

Subject to and conditioned upon user's strict compliance with these Terms and Conditions, the Company hereby grants to you a non-exclusive, non-sublicensable, limited license during the possession of the Company's products to use the software or firmware, solely as set forth in this section 17 and subject to all conditions and limitations set forth elsewhere in these Terms and Conditions. This license grants you the right to use and run the software or firmware as properly installed including necessary updates as pushed to your device from time to time (which updates you agree to accept) in accordance with these Terms and Conditions and any relevant A. O. Smith documentation, such as product manuals or instructions. The software and firmware are licensed, not sold. All rights in and to the software and firmware not expressly granted to you in these Terms and Conditions are expressly reserved for the Company and its licensors.

17. Refund and Cancellation Policy

- 17.1** "Refund" means processing of the Customer's request to AO Smith India, for returning the Transaction Amount (or part thereof) to the Payment Instrument which was used for effecting the payment of the Transaction Amount.
- 17.2** The Customer agrees and acknowledges that subject to availability of funds received in the AO Smith India Account the Customer is entitled to effect Refunds at its sole discretion.
- 17.3** The Customer further agrees and acknowledges that initiation of Refunds is at the discretion of the Customer and AO Smith India shall process a Refund only upon initiation of the same on the Respective Transactional Bank.
- 17.4** All Refunds initiated by the Customer shall be routed to the same payment method through which the Transaction was processed within 7-10 Working Days/respective Bank's discretion.

- 17.5** In case the Customer wants to cancel the contract before completion of the contract period. A. O. Smith shall not be liable to refund the charges.
- 17.6** Due to non-availability of spares or inability of the company to provide service, the Company may at its own discretion terminate the contract after refunding to the Customer, the PHCP Contract charges on pro rata basis, limited to remaining period of contract.
- 17.7** The Customer is neither entitled to a refund nor assign/transfer this contract in favor of any party or relative.

18. DISCLAIMERS

- 18.1.** Customers agree that payments effected, or funds debited from a Customer's Bank Account on the following grounds shall not be the responsibility of AO Smith India and no liability shall arise for AO Smith in respect of such Customer claims:
- 18.1.1** Customer disputing a transaction as not done or authorized by him.
 - 18.1.2** The charge/debit on the Customer's Bank Account has occurred because of hacking, phishing, breach of security/ encryption of the Customer's Personal Data through platform or any other third-party platform other than that of AO Smith.
 - 18.1.3** Customer claiming refund of the amounts deducted from his/her Bank Account on any ground whatsoever, including Customer's dissatisfaction with the AO Smith's sale of the goods and/or services to the Customer.
- 18.2** AO Smith will not be liable collect the amounts from the Customers and credit the same to the Customer's sale in the following circumstances:
- 18.2.1** If any of the Customers does not have sufficient funds in the Bank Account for debiting the amount mentioned in the Collection Information.
 - 18.2.2** If AO Smith/its Digital Payment Partner is prohibited from debiting the amounts from the Customers' account by any Governmental Authority or Facility Provider.
 - 18.2.3** If the Customer's account is closed or is operations from such account are barred by Governmental Authorities or Facility Providers.
 - 18.2.4** If the Customer does not provide complete and correct information
 - 18.2.5** Any of the Customers terminate the mandate or AO Smith terminates this Agreement with Payment Partner.
 - 18.2.6** AO Smith has reason to believe that Collection Information has not been properly authorized.