



Customer Declaration & Undertaking (INDcool Free Electricity Scheme)

I, the undersigned customer, do hereby solemnly affirm, declare, and undertake as follows:

1. **Voluntary Participation:** I confirm that I have voluntarily opted for the INDcool Free Electricity Scheme (“Scheme”) and that I have carefully read, fully understood, and unconditionally accepted all applicable Terms & Conditions governing the Scheme. I acknowledge that the expression “Free Electricity” is a promotional description only and refers to a capped promotional benefit under the Scheme. It does not imply elimination of electricity billing, zero electricity charges, or full reimbursement of electricity costs by INDcool. I acknowledge that no oral statements, sales representations, marketing communications, demonstrations, or promotional materials shall override, amend, or supersede the written terms of this Declaration.
2. **Inbuilt Energy Metering & App-Based Tracking:**
 - i. I acknowledge and agree that the INDcool product is equipped with an inbuilt energy metering system. Electricity consumption shall be recorded through such inbuilt metering and shall be accessible by scanning the designated QR code through the official INDcool mobile application. The INDcool application shall reflect the total units of electricity consumed and the corresponding monetary value calculated at applicable domestic electricity tariff rates. Under the Scheme, the benefit payable shall be limited to the lower of:
 - (a) ₹2,100 (Rupees Two Thousand One Hundred only) per billing cycle application at the place of installation;
 - or (b) the actual electricity consumption cost calculated based on the units recorded by the inbuilt energy meter and prevailing domestic electricity charges.
 - ii. I acknowledge that the readings and computations displayed on the INDcool application shall be final, conclusive, and binding for all purposes of calculation, settlement, eligibility, and benefit determination, and I expressly waive any right to dispute or challenge the accuracy, calibration, or methodology of such metering or calculations.
 - iii. Provided that such readings, determinations, and computations shall not be arbitrary, mala fide, or in violation of applicable consumer protection laws
3. **Scheme Duration and Cooling Season Definition:** I acknowledge that the Scheme shall be applicable for one (1) cooling season only, which shall be conclusively deemed to be a maximum period of four (4) consecutive months from the date of invoice of the product, irrespective of climatic conditions, temperature variations, or usage patterns, and shall not be extended under any circumstances.

The cooling season shall be determined solely based on the definition provided under this Scheme and shall not be interpreted based on regional climatic conditions, personal usage perception, or seasonal weather variations.
4. **Monthly Benefit Limitation:** I expressly acknowledge that the Scheme benefit is subject to a maximum ceiling of ₹2,100 per month and shall not accrue, roll over, accumulate, or carry forward beyond the applicable monthly period. Any electricity consumption or cost exceeding the applicable benefit amount shall be solely borne by me.
5. **Residential Use Only:** I represent and warrant that the INDcool product installed under this Scheme shall be used exclusively for residential or domestic purposes and shall not be used, directly or indirectly, for any commercial, institutional, industrial, or semi-commercial purpose.
6. **Termination on Misuse:** I understand and agree that any instance of non-residential, commercial, or prohibited usage shall result in immediate, automatic, and irrevocable termination of the Scheme without any obligation, liability, or compensation payable by INDcool.
7. **Basis of Calculation and No Guarantee of Savings:** I acknowledge that Scheme benefits are calculated based on estimated electricity consumption under standard operating and test conditions as determined by INDcool, and that actual consumption, savings, or bill reduction may vary due to installation conditions, user behavior, environmental factors, grid availability, or tariff changes. The Scheme does not constitute any guarantee, assurance, or warranty of minimum savings or bill reduction.
8. **Booking Limitation and Customer Identification:** I confirm that I have not made, and shall not make, more than two (2) units booking per Customer Identification under the Scheme. Customer Identification may include Aadhaar, PAN, registered mobile number, email ID, installation address, device identifiers, or any other identifier as determined by INDcool. Multiple or proxy bookings, whether made directly or indirectly through different identifiers but attributable to the same individual, household, or installation location, shall be treated as a single booking.
9. **Non-Transferability and No Vested Right:** I acknowledge that the Scheme benefit is non-transferable, non-assignable, non-refundable, non-convertible into cash, and does not create any vested, contractual, or enforceable right to demand continuation, payment, or compensation beyond what is expressly provided under the Scheme.
10. **Metering Integrity and Anti-Tampering:** Any attempt to bypass, alter, interfere with, manipulate, or tamper with the inbuilt energy meter, QR code, software, firmware, or INDcool application shall be deemed fraudulent conduct and shall result in immediate termination of the Scheme and forfeiture of all benefits, without prejudice to INDcool’s other legal rights.
11. **Metering, Documentation, and Verification:** I agree to provide accurate electricity bills, meter readings, usage data, or any other documentation as may be required by INDcool for verification purposes. Failure to provide such documentation, or submission of incorrect, incomplete, or tampered information, shall result in forfeiture of Scheme benefits. No retrospective claims shall be entertained for any period prior to activation or registration on the INDcool application.

12. **Mode of Benefit:** I acknowledge and agree that any Scheme benefit, if applicable, shall be provided solely in the manner determined by INDcool. The benefit may be availed only by registering a valid claim on INDcool's official website. Any approved amount shall be disbursed exclusively to the same bank account from which the eligible product purchase was made and the bank account holder's name must match the purchaser's name. The Scheme benefit shall not be payable as upfront cash, direct reimbursement, credit, or in any other form, unless expressly communicated and confirmed in writing by INDcool.
13. **Installation and Usage Compliance:** I confirm that the product shall be installed and operated strictly in accordance with the manufacturer's instructions, installation guidelines, and applicable safety norms. Any unauthorized modification, deviation, or unsafe operation shall automatically disqualify me from the Scheme.
14. **Authorized Installation & Service Only:** I acknowledge and agree that installation, inspection, servicing, maintenance, repair, and any handling of the INDcool product under the Scheme shall be carried out exclusively by personnel authorized by INDcool. Any installation, servicing, inspection, modification or interference by an unauthorized person or detection of any unauthorized activity in relation to the product, shall result in immediate invalidation and termination of the Scheme, without any obligation, liability, or compensation payable by INDcool.
15. **Conditional Eligibility and Suspension Rights:** Eligibility for Scheme benefits is conditional upon continued compliance with this Declaration, proper product operation, uninterrupted application connectivity, and verification as determined by INDcool. INDcool reserves the right to temporarily suspend or permanently discontinue Scheme benefits during investigation of suspected misuse, tampering, or non-compliance, without liability.
16. **Geographical Applicability:** This offer shall be valid only for locations serviced by INDcool's delivery partner, Delhivery Limited, and shall expressly exclude ODA locations, the Andaman & Nicobar Islands, Lakshadweep, Puducherry and all mountainous and/or hilly regions.
17. **Rights of INDcool:** I agree that INDcool reserves the absolute, unilateral, and unfettered right to amend, modify, suspend, or withdraw the Scheme and/or its Terms & Conditions at any time, with or without notice, and without any liability. Any amendment, suspension, or withdrawal of the Scheme shall not affect Scheme benefits already accrued for completed billing periods prior to such amendment, suspension, or withdrawal.
18. **Force Majeure:** INDcool shall not be liable for any failure or delay in performance of its obligations under the Scheme due to events beyond its reasonable control, including acts of God, natural calamities, government actions, power grid failures, regulatory changes, supply chain disruptions, labor disputes, or technical breakdowns.
19. **Limitation of Liability:** In no event shall INDcool's total liability under the Scheme exceed the actual value of Scheme benefits availed by the customer. INDcool shall not be liable for any indirect, incidental, consequential, special, or punitive damages.
20. **Taxes and Levies:** Any taxes, duties, levies, or statutory charges arising out of or in connection with the Scheme benefits, if applicable under law, shall be solely borne by me.
21. **Indemnity:** I agree to indemnify and hold harmless INDcool, its directors, officers, employees, agents, partners, and affiliates against any loss, damage, claim, demand, cost, or liability arising out of my breach of this Declaration, misuse of the product, or violation of applicable laws.
22. **Customer Conduct:** INDcool reserves the right to deny, suspend, or discontinue Scheme benefits in the event of abusive conduct, repeated disputes, excessive grievances or misuse of customer support mechanisms.
23. **Dispute Resolution Preference:** I agree to first attempt amicable resolution through INDcool's internal grievance redressal mechanism prior to initiating any legal, consumer, or regulatory proceedings.
24. **Governing Law and Jurisdiction:** This Declaration shall be governed by and construed in accordance with the laws of India, and the courts at Delhi shall have exclusive jurisdiction over all disputes arising out of or relating to this Declaration or the Scheme.
25. **Electronic Acceptance and Severability:** I agree that acceptance of this Declaration through electronic, digital, or click-through means shall constitute valid and legally binding acceptance equivalent to a physical signature. If any provision of this Declaration is held to be invalid, unlawful, or unenforceable, the remaining provisions shall continue in full force and effect.
26. **Promotional Nature & No Statutory Right:** I expressly acknowledge that the Scheme is a limited-period promotional offer and shall not be construed as a statutory entitlement, subsidy, discount, or benefit under any law, regulation, or government policy, including the Electricity Act, 2003.
27. **No Utility Bill Settlement Obligation:** I acknowledge that INDcool does not assume any responsibility or obligation to pay, settle, adjust, or liaise with any electricity distribution company or utility provider, and I shall remain solely responsible for payment of all electricity bills raised by my electricity service provider.
28. **Tariff Determination Methodology:** I acknowledge that electricity consumption for the purpose of the Scheme shall be measured solely on the basis of units recorded by the inbuilt energy metering system of the INDcool air conditioner. I further acknowledge that the monetary value of such recorded consumption for Scheme benefit calculation shall be determined by INDcool by applying an internal average domestic electricity tariff methodology. Such applied tariff is indicative in nature and may not reflect my actual electricity slab rate, fixed charges, subsidies, surcharges, fuel adjustment charges, or state-specific tariff structures applicable to my electricity connection. The tariff applied under the Scheme shall be based on publicly available average domestic electricity tariff data and INDcool's internal assessment methodology. No claim, adjustment, or dispute shall lie on the basis of any difference between the individual electricity tariff or billing structure applicable to the customer and the average domestic tariff applied under the Scheme.
29. **App Availability & Technical Dependency:** I acknowledge that Scheme benefits are dependent on successful operation of the INDcool application, QR scanning, internet connectivity, and backend systems. INDcool shall not be liable for any delay, non-reflection, or non-availability of usage data or benefits due to technical issues. Temporary or intermittent unavailability of the INDcool application shall not be deemed a system failure unless expressly acknowledged in writing by INDcool.
30. **No Backdated or Missed Claims:** I acknowledge that any failure to scan the QR code, access the application, or comply with Scheme procedures within the prescribed period shall result in forfeiture of benefits for that period, and no backdated,

- missed, or delayed claims shall be entertained **except where such failure is solely attributable to INDcool's systems or technical infrastructure.**
31. **Continuous Installation Requirement:** I acknowledge that continued installation and operation of the INDcool product at the originally registered installation address throughout the Scheme period is mandatory. Any removal, relocation, resale, transfer, disconnection, or prolonged non-operation of the product shall result in immediate termination of the Scheme.
 32. **Return, Replacement, or Refund Impact** I acknowledge and agree that eligibility under the Scheme is strictly limited to a one-time entitlement per original invoice and Customer Identification, irrespective of any change in product serial number, device identifier, or hardware unit arising due to replacement, exchange, warranty support, or otherwise. Any subsequent registration, claim, or attempt to avail Scheme benefits by re-registering a replaced or exchanged product, or by using a different serial number for the same invoice, customer, or installation address, shall be deemed a duplicate and ineligible claim and shall not be honored. I further declare that I shall not attempt to re-register or re-claim Scheme benefits on account of replacement or exchange of the product, and any benefit wrongly availed on such basis shall be subject to recovery or adjustment by INDcool.
 33. **Excessive or Abnormal Usage Pattern:** INDcool reserves the right to monitor consumption patterns, and any excessive, abnormal, or non-domestic usage patterns as determined by INDcool may result in suspension or termination of Scheme benefits without notice.
 34. **No Class or Representative Actions:** To the maximum extent permitted by law, I agree not to initiate, join, or participate in any class action, representative action, or collective proceeding arising out of or relating to the Scheme.
 35. **Benefit Clawback Right:** I acknowledge that INDcool reserves the right to recover, adjust, or claw back any Scheme benefit wrongly availed due to misrepresentation, system misuse, technical anomaly, or breach of this Declaration, without prejudice to other legal remedies. Such recovery or adjustment shall be undertaken only after reasonable verification and communication to the customer.
 36. **Interpretation Supremacy:** I agree that any interpretation, clarification, or determination regarding eligibility, computation, applicability, or continuation of the Scheme shall rest solely with INDcool, and such determination shall be final and binding.
 37. **Survival of Obligations:** The provisions relating to limitation of liability, indemnity, governing law, jurisdiction, waiver of claims, and non-transferability shall survive termination or expiry of the Scheme.
 38. **Pre-Booking Validity, Automatic Cancellation and Requirement of Fresh Purchase:** I acknowledge that pre-booking of the INDcool air conditioner under the Scheme is permitted upon payment of a nominal amount of ₹1 (Rupee One only) ("Pre-Booking Amount"), and that the Scheme shall formally commence on 1 April 2026. I understand that such pre-booking is merely an expression of interest and does not constitute a confirmed sale, allotment, price lock, or guarantee of product availability or Scheme eligibility. In order to remain eligible under the Scheme, I must complete the full purchase and obtain a valid invoice for the product on or before 10 April 2026.

In the event the purchase is not completed and invoiced within the aforesaid period, the pre-booking shall automatically stand cancelled without any further notice, obligation, or liability on the part of INDcool. In such case, the customer shall be required to initiate a fresh purchase and, if applicable, a fresh pre-booking in order to buy the product or avail any Scheme benefits, subject to the then-prevailing terms, pricing, and availability.

This Declaration constitutes the entire agreement between the customer and INDcool with respect to the Scheme and supersedes all prior communications, advertisements, representations, or understandings, whether oral or written.

THANK YOU