

GENERAL TERMS & CONDITIONS

1. Definitions

- "Company" means Flash Electric Vehicle Charging Network (Private) Limited, incorporated under the laws of Pakistan.
- "Applicant" means the individual or entity submitting the application form and booking amount.
- "Product" means the Flash Electric Vehicle (EV) Charging Station unit (make and model as specified in the invoice/brochure).
- "NEECA" means the National Energy Efficiency and Conservation Authority, Government of Pakistan.
- "Booking Amount" means PKR 500,000 (partly non-refundable except as provided in Clause 7).
- "Ownership Option" means Outright Purchase (PKR 7.2 million) or Installment Plan (PKR 8 million with PKR 2.6 million down payment).

1. Application & Booking

- 2.1 The Applicant must complete the application form in full and submit it along with the Booking Amount of PKR 500,000 to the Company's designated bank account in any branch of FaysalBank.
- 2.2 Submission of the application does not guarantee approval. The Company reserves the right to accept or reject any application without assigning a reason.
- 2.3 If the application is rejected by the Company or NEECA, the Booking Amount shall be partially refunded within 45 days, without any interest or compensation.

1. NEECA Approval

- 3.1 The Company will facilitate the Applicant's application to NEECA for approval.
- 3.2 Approval timelines are subject to NEECA's processing. The Company is neither liable for delays caused by NEECA, nor bound to wait if the buyer delays to apply to NEECA or any government authority.
- 3.3 The Applicant must provide all required site documents, ownership proofs, and electrical feasibility reports as requested by NEECA or the Company. Failure to do so may result in rejection, in which case Clause 2.3 applies.

1. Shipment & Delivery

- 4.1 The Product will be shipped from China only after:
 - The Applicant has paid the full price (for Outright Purchase) or the down payment (for Installment Plan).
- 4.2 Estimated delivery time is 90–120 days from the date of full payment/down payment, subject to actual production, shipment time, customs clearance time, and local delivery time. The Company shall not be liable for delays beyond its reasonable control (force majeure including but not limited to war, sanctions, port strikes, pandemic, or government actions).
- 4.3 The Applicant must inspect the Product thoroughly, immediately upon delivery. Any visible damage must be reported on the spot, only at the time of delivery. The Company will not entertain any claim afterwards.

1. Ownership Options & Payment Terms

- 5.1 Outright Purchase (PKR 7.2 million)
 - Balance payment of PKR 6.7 million (after deducting the PKR 500,000 Booking Amount) must be paid before shipment.
 - Payment methods: Bank transfer, pay order, or demand draft in favor of the Bank Account of "Flash Electric Vehicle Charging Network (Private) Limited" in any branch of Faysal Bank.

5.2 Installment Plan (PKR 8 million)

- Down payment: PKR 2.6 million (including the PKR 500,000 Booking Amount). Additional PKR 2.1 million due before shipment.
- Remaining balance: PKR 5.4 million to be paid in monthly installments starting from the date of delivery.
- Installments will be collected via post-dated cheques.
- Late payment penalty: 5% per month on the overdue amount.
- If the Applicant defaults on three consecutive installments, the Company may repossess the Product without notice, and all amounts paid shall be forfeited.

1. Title & Risk

- 6.1 Legal title to the Product shall remain with the Company until full payment is received (for Outright Purchase) or until all installments are paid (for Installment Plan).
- 6.2 Risk of loss or damage to the Product passes to the Applicant upon delivery. The Applicant is strongly advised to obtain comprehensive insurance.

1. Refund & Cancellation Policy

- 7.1 The Processing Fee of PKR 200,000 included in the Booking Amount is non-refundable. The remaining booking amount is refundable in case of application rejection by NEECA.
- 7.2 If the Applicant cancels after NEECA approval but before shipment, 50% of the total price (Outright or Installment) shall be forfeited as liquidated damages.
- 7.3 Once the Product is shipped, no cancellation or refund is permitted.
- 7.4 For Installment Plan cancellations after delivery, the Product must be returned at the Applicant's cost, and the Company shall refund only 40% of the total payments received (excluding the Booking Amount and down payment), after deducting depreciation and re-stocking fees.

1. Installation & Operation

- 8.1 The Company provides the Product only. Installation is the Company's responsibility, while electrical work, civil work, and NEECA-mandated safety equipment are the Applicant's responsibility.
- 8.2 The Applicant must ensure that the installation is carried out by a licensed company and complies with all local and national electricity regulations.
- 8.3 The Company may, at its discretion, provide installation guidelines or recommend third-party vendors, but assumes no liability for faulty installation.

1. Warranty & After-Sales Service

- 9.1 The Product comes with a standard manufacturer's warranty of 12 months from the date of delivery, covering manufacturing defects only.
- 9.2 Warranty does not cover damage from improper installation, power surges, lightning, fire, vandalism, or normal wear and tear.
- 9.3 For warranty claims, the Applicant must return the defective part to the Company's service center at their own shipping cost. On-site service may be available at extra charge.

1. Income & Profit Projections

- 10.1 Any verbal or written statements regarding potential earnings, ROI, or profits are estimates only and do not constitute a guarantee.
- 10.2 Actual income depends on factors including EV adoption rate, location, electricity tariffs, competition, and the Applicant's operational efficiency.
- 10.3 The Company and Star Marketing shall not be held liable for any loss of anticipated profits.
 1. Limitation of Liability
 - 11.1 To the maximum extent permitted by Pakistani law, the Company's total liability for any claim arising out of or related to the Product or these Terms shall not exceed the amount paid by the Applicant for the Product.
 - 11.2 The Company shall not be liable for any indirect, special, consequential, or punitive damages, including loss of revenue, business interruption, or damage to reputation.

1. Force Majeure

- Neither party shall be liable for delays or failure to perform due to causes beyond reasonable control, including but not limited to acts of God, war, terrorism, government orders, import/export bans, strikes, or epidemics.

1. Governing Law & Dispute Resolution

- 13.1 These Terms shall be governed by the laws of the Islamic Republic of Pakistan.
- 13.2 Any dispute arising out of or relating to these Terms or the application shall first be attempted to be resolved through good-faith negotiations.
- 13.3 If unresolved within 30 days, the dispute shall be referred to arbitration in accordance with the Arbitration Act, 1940, to be held in Karachi or Lahore (at the Company's option). The arbitrator's decision shall be final and binding.
- 13.4 Courts in the Company's principal place of business shall have exclusive jurisdiction for interim relief or enforcement of arbitration awards.

1. Miscellaneous

- 14.1 The Company may assign or transfer its rights and obligations under these Terms to any affiliate or successor.
- 14.2 The Applicant may not assign or transfer the application or the Product without the Company's prior written consent.
- 14.3 If any provision is found invalid or unenforceable, the remainder shall continue in full force.
- 14.4 These Terms constitute the entire agreement between the parties and supersede all prior communications. Any changes must be in writing and signed by the Company's authorized representative.
- 14.5 By signing the application form, the Applicant acknowledges having read, understood, and agreed to these Terms and Conditions.

A Project of:



Date: _____

Signature of Applicant