

TERMS AND CONDITIONS FOR CUSTOMERS TO BE REGISTERED WITH KGPG VENTURES LLP FOR USE OF THE WEBSITE [www.kgpgshop.com](http://www.kgpgshop.com)

KGPG VENTURES LLP is hereinafter referred to as “KGPG” or “us”.

[www.kgpgshop.com](http://www.kgpgshop.com) Website is referred to as “the said website”.

User / Customer is hereinafter referred to as “User” or “Customer” or “you”.

The terms and conditions set out herein are binding on You. You declares that the terms and conditions set out therein have been read, understood and unconditionally accepted by you and after having read, understood and unconditionally accepted these terms and conditions, you have

**1. Your details**

- a) When You register with the said website, you shall be required to furnish certain details and particulars as required for undertaking the transaction. You shall submit a valid email address also. A separate log-in name shall be assigned to you. The same shall be password protected. You shall select the password of your choice.
- b) You are responsible for all transactions made using these details submitted by you.
- c) You should keep your password safe and not disclose it to anyone. You should change it immediately if you feel it has been compromised.
- d) If any of your details change, such as your credit card billing address, you must inform the said website as soon as possible.
- e) You shall update your details by signing into your account on the said website, and shall also update your payment details / online wallet etc. from time to time.

**2. PAYMENT TERMS**

- a) Any contract for purchases made through the said website shall be directly with KGPG or their franchisee. The GST registration details shall be furnished on the invoice raised by us.
- b) All payments are due from you to KGPG for the transaction and you accept your liability to pay the amounts to KGPG.
- c) You shall make the payment of the entire amount of the price of the goods/items that you order, before your order can be processed. In certain cases, payment may be allowed on Cash on Delivery basis, i.e. the products may be delivered against payment of Cash at the time and place of Delivery of the Products to you. However, this aspect is at our discretion. In any event, no goods / products shall be considered as handed over to you and no custody in the goods / items shall pass to you, unless and until the payment for the same has been made by you in full to us, in advance.
- d) Charging your payment method does not mean that an order has been accepted by the said Website.
- e) We will not process any orders in the case of errors or inaccuracies regarding the goods (including the advertised price of the goods) appearing on our website. If an error or inaccuracy is discovered with regards to the advertised price of the goods that you have ordered, we will contact you as soon as possible by email and reserve the right to cancel your order.

- f) We will confirm that your order has been received by sending an email to you at the email address you provide. The email will include your name, the order number and the total price charged.
- g) The acceptance of your order brings into existence a legally binding contract between us on these terms. Any term sought to be imposed by you in your order will not form part of the contract.
- h) This Site is strictly for personal and non-commercial use and the payment made by you is for obtaining the products / items for the personal consumption / use of yourself or your family members. You agree not to use the site for commercial or business purposes or to place orders which will be, or are being, sold on to a third party. If you are suspected of using the site in any of these ways then we reserve the right to withdraw from any relevant contract(s) and cancel your order(s).

### **3. CANCELLATION TERMS**

- a) We reserve the rights to cancel any order or any part thereof in the event that in certain circumstances we find the same just and proper to cancel the order.
- b) In case you have made any payment to us, and thereafter we are compelled to cancel the order or any part thereof, we will refund the price of the item/ products for which the order is cancelled, no later than 14 days from the day on which we cancel the order. We will refund the same means of payment as you used to make your purchase.
- c) You can cancel the order before the execution of order or not later than 3 working days from the date of placement of the Order. In case you cancel the order, you are liable to pay to us all expenses or charges incurred by us upto that date in relation to processing of your order. In case you have made any payment to us, and thereafter you cancel the order or any part thereof within the permissible time period as mentioned above, we will refund the price of the item/ products for which the order is cancelled, no later than 30 days from the day on which you cancel the order. We will refund the same means of payment as you used to make your purchase. Any refund shall be after deducting the appropriate amount towards the costs and charges incurred by us in processing the order.
- d) Once the goods ordered by you have been dispatched by us to you or the concerned franchisee / delivery point for the purpose of delivery to you, the Order shall not be cancelled in any manner whatsoever.
- e) You agree that if the Goods ordered by you are correctly delivered to you, then the said Goods, once delivered to you, shall not be taken back in any circumstances whatsoever.

### **4. Availability of goods you order**

- a) If we do not have sufficient stock to deliver the goods ordered by you, or cannot obtain the stock from our suppliers, we will notify you as soon as possible and any sum debited by the said Website from your payment method will be credited to your account and the said Website will notify you by email at the address given by you in your order form. The refund will be made as soon as possible and in any event within 30 days of your order.
- b) We will not be legally bound or obliged to offer any additional compensation or to supply the goods in this situation and you accept the same.

- c) The process of updating the website when goods have sold out may take a few hours.
- d) Please note that the price the goods are offered for are as displayed in your online basket, but that is subject to the rest of these terms.

**5. DELIVERY TERMS**

- a) We will post, or arrange a courier on your behalf or you shall be required to pick-up the goods / items from the particular location as communicated/option selected by you at the time of booking of the Order, for the goods ordered by you, as the case may be for each transaction.
- b) Delivery will be made as soon as possible after your order is accepted. The exact date and time of delivery shall be communicated at the time of acceptance of the order.
- c) All delivery times quoted on the web site are estimates only, based on availability, normal processing and delivery companies.
- d) In case you have already paid for the products / items, you will become the owner of the goods you have ordered when the goods are dispatched to you from our distribution centre. In case you payment is to be made by you on cash on delivery basis, you will become the owner of the goods after you make the payment.

**6. LIABILITY:**

- a) It is your responsibility to check the products / items delivered to you.
- b) If the goods delivered to you are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us about the same, in writing at the contact address mentioned on the said website, within three working days of the delivery of goods / products in question.
- c) If you do not receive goods ordered by you within 30 days of the date on which they were dispatched to you, we shall have no liability to you unless you notify us in writing at the contact address of the problem within 40 days of the date on which the goods were ordered to you.
- d) We shall not be liable to you for any indirect or consequential loss or damage arising out of any problem you notify to us, and our liability is limited to refund of the amount paid by you to us towards the products / items ordered by you.
- e) You agree that we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount actually paid by you for the products / items ordered by you and this is a reasonable and fair condition, in the context of the present transaction.
- f) Nothing in this contract creates any right which is enforceable by any person who is not a party to the contract.

**7. Force Majeure**

- a) You accept that we shall have no liability towards you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond its reasonable control.

**8. DISCLAIMER**

- a) The nature of Internet communications means that your

communications may be susceptible to data corruption, interception and delays. We shall not be responsible for any detrimental reliance you place on this website or its contents.

b) We are providing this site and its contents (including any downloadable data or software) on an 'as is' basis and makes no representations or warranties of any kind with respect to this site or its contents and disclaims all such representations and warranties, whether express or implied, to the fullest extent permitted by applicable law

c) In addition, we make no representations or warranties about the accuracy, completeness or suitability for any particular purpose of the information and related graphics published in this site or that any software or the server that makes it available are free of viruses or other harmful components. The information contained in this site may contain technical inaccuracies or typographical errors.

d) All liability of KGPG howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by applicable law.

e) Neither KGPG, nor the said Website nor any of its Designated Partners, Partners, Directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site in any way. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

## **9. HYPERLINKS**

a) Our website may contain hyperlinks, these hyperlinks connect you to sites of other organisations which are not our responsibility.

b) We have used our reasonable endeavours in preparing our own website and the information included in it is done so in good faith. However, we have no control over any of the information you can access via other websites.

c) Therefore, no mention of any organisation, company or individual to which our website is linked shall imply any approval or warranty as to the standing and capability of any such organisations, company or individual on the part of the said Website.

## **10. COPYRIGHTS**

a) All design, text, graphics and the selection or arrangement thereof are the copyright of the said Website, or of other copyright owners.

b) Permission is granted to electronically copy and print in hard copy portions of this site for the sole purpose of placing an order through the said website, or using this site as a shopping resource and for no other purpose.

c) Any other use of materials on this site (including reproduction for purposes other than those noted above and modification, distribution, or republication) without the prior written permission of KGPG is strictly prohibited and may give rise to legal proceedings.

## **11. TRADE MARKS**

a) The said Website and the KGPG logo are registered trademarks belonging to KGPG Ventures LLP.

- b) All other trademarks, product names and entity names or logos used in this site are the property of their respective owners.
- c) No permission is given by the said Website in respect of the use of its or any such other trademarks, product names, titles or logos and such use may constitute an infringement of the holder's rights.

**12. Use Of Your Information And Data For Transactional Emails And Messages And Promotional Emails And Messages:**

- a) You are aware that your personal data may be used for transactional updates and messages and you have accepted the same and given your consent to the same.
- b) You hereby give your unconditional and informed consent so that your personal data may be processed, stored, collected, used by us for promotion of our products / services and/or for promotion of the products / services of our affiliates and/or disclosed and/or transferred to the third parties for the purposes of promotion, direct marketing of their products and services. You agree to receive promotional calls, emails and messages (in any manner whatsoever) in that behalf on the email address and mobile number as provided by you in our records.
- c) If you do not want to receive the promotional calls, emails and messages (in any manner whatsoever) kindly send us an email in that behalf or click the box on the website which specifies the option to opt out of the promotional calls, emails and messages or follow such other procedure as may be mentioned on the website in that behalf.

**13. Miscellaneous :**

- a) If any part of these conditions is unenforceable (including any provision in which we excludes out liability to you) the enforceability of any other part of these conditions will not be affected.
- b) You shall be liable to pay to us on demand, all reasonable costs, charges or losses sustained or incurred by us arising directly or indirectly from the Customer's fraud, negligence or failure to perform or delay in the performance of any of his/her obligations under the terms and conditions.
- c) Any notice to the Customer posted or emailed to his/her last known address or email address, as the case may be, as per the records shall be good notice.
- d) We operate a complaints handling procedure which is used to try to resolve disputes when they first arise. If you have a complaint, please contact the Customer Service department at the following address 101, Shubh Jyot CHS, Opp Shraddha Farshan, Ghantali Mandir Road, Ghantail, Thane (W) - 400602 or please email us at [complaint@kgpgshop.com](mailto:complaint@kgpgshop.com).
- e) The user shall only view the contents of this website for his/her own personal, non-commercial information and reference purposes and shall not use it for any other purpose whatsoever.
- f) The user shall not reproduce, duplicate, copy, reuse, sell, resell, retransmit, adapt, publish, frame, post, upload, modify, broadcast or distribute any contents of this website in any manner whatsoever including for personal / public / commercial use/purpose, without prior written agreement.
- g) The user shall not send or transmit or upload any information, data, or material to the website which are unlawful, harmful, threatening, defamatory,

obscene, scandalous, deceptive, fraudulent, tortious, inflammatory, pornographic, indecent or profane.

- h) The user is prohibited from posting any unsolicited or unauthorised promotional materials, advertising or any other material including non-public information about a company without proper authorisation to do so.
- i) The user is prohibited from posting any unlawful, harmful, threatening, defamatory, obscene, scandalous, deceptive, fraudulent, tortious, inflammatory, indecent or profane content about us in any manner whatsoever.

**14. Governing Law**

- a) The contract between us shall be governed by and interpreted in accordance with Indian Laws, being situated at Thane District in Maharashtra the Thane courts shall have jurisdiction to resolve any disputes between us.

**15. Entire Agreement**

- a) These terms and conditions, together with the prices mentioned on the website, delivery details and the other Website contact details as well as the relevant confirmation at the time of acceptance of the Order, set out the whole of our agreement relating to the supply of the goods / products / items to you by us.
- b) These terms and conditions cannot be varied except in writing signed by us or as may be updated by us.
- c) We reserve our rights to alter any terms and conditions and/or the process itself, and/or any clauses hereof at our discretion as and when considered necessary. Reasonable efforts will be made to keep you informed as soon as possible.
- d) In particular nothing said by any sales person / delivery person on behalf of the said Website should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. We shall have no liability for any such representation being untrue or misleading.