

## CONDITIONS OF CONTRACT – WHOLESALE SUPPLY

### ***Parties***

Hands on Trades Private Limited (“**Supplier**”) and you, acting on behalf of the entity (“**Buyer**”) placing orders for wholesale purchase of products through the Mobile Application (“**App**”).

### ***Conditions***

1. You represent that you have the authority to bind the Buyer entity you represent, and agree to use the application on behalf of the Buyer as authorised by it. Any unauthorised use shall render you personally liable to the Supplier for any liability or cost/expenses.
2. You confirm that the information provided at the time of registration on the App, including the Buyer’s VAT and TIN credentials (where applicable), are true, accurate and not misleading as on each date that a transaction is undertaken through the App. You agree to provide such further information as may be required by the Supplier as a result of an order placed by you on the App.
3. You acknowledge and agree that the terms and conditions set out on the App (including as contained herein) are the terms and conditions applicable to any order placed by you on the App, unless a separate written instrument is executed by the Supplier in relation to a specified order to prevail over these Conditions of Contract.
4. *Registration*
  - 4.1 In order to use the App to transact with the Supplier, a Buyer should be a retailer, industrial, commercial, institutional or other professional business user or other wholesaler/related subordinated service providers.
  - 4.2 A Buyer shall have registered by creation of an account on the App by provision of relevant details of the Buyer, including self attested scan copies of the following documents:
    - a. Valid license to transact on the App, which may include VAT Registration Certificate or CST Registration Certificate, containing valid TIN of Buyer; provided that for institutional buyers purchasing for consumption within their organisation may provide certificates of incorporation/registration along with a certification from their board/other governing body that they are institutional consumers;
    - b. PAN Card;
    - c. Food Safety and Standards Authority of India (FSSAI) Registration Certificate;
    - d. Authorisation to representative of Buyer, which may include board resolution or other authorisation by applicable governing body;

e. Identity proof of authorised representative of Buyer (Valid Passport, PAN, Voter ID Card or Aadhaar Card of authorised representative).

4.3 While the Supplier reserves the right to verify the documents provided prior to transacting with the Buyer, no obligation (implied or otherwise) is imposed on the Supplier to verify the information/documents provided, and the Buyer confirms the same true, accurate, updated and not misleading in any manner.

## 5. *Delivery*

5.1 In case of special orders, additional time over and above the delivery timeline may be required for delivery of products. Additionally, there may be delays from time to time for reasons outside the control of the Supplier (such as bad weather, transportation strikes, floods, political restrictions and other reasons out of the Supplier's control).

5.2 Where delays are expected, the Supplier shall inform the Buyer of the revised estimate for delivery of the products ordered. The Buyer shall have the right to cancel its order with the Supplier in case of exceptional delays in delivery time.

5.3 All goods shall be accompanied by a delivery note in such form and containing such details as are required for by applicable laws.

5.4 A goods receipt note issued by the Buyer's branch or warehouse shall be proof of delivery of such goods.

5.5 Title to and risk in any goods delivered to the Buyer upon delivery to the Buyer provided that the Supplier shall always have a lien on goods for an amount equivalent to the amount due from the Buyer to the Supplier, at any given point in time, for goods delivery.

5.6 The issue by the Buyer of a goods receipt note shall constitute acceptance of the goods.

## 6. *Cancellations, Returns and Refunds*

6.1 An order, once placed, cannot be cancelled by the Buyer unless such request for cancellation is received by the Supplier within 24 hours of the original order having been placed.

6.2 Orders may be cancelled by the Supplier: (a) if it is suspected that the Buyer has undertaken a fraudulent transaction, or (b) if it is suspected that the Buyer has undertaken a transaction which does not conform to or violates these Terms of Trade, or (c) for other reasons outside the control of the Supplier. The Supplier shall intimate the Buyer of cancellation of an order 24 hours of the original order having been placed.

- 6.3 Further, while precautions are taken to ensure accuracy of product details (including availability information), details reflected on the App may be inaccurate due to technical issues or typographical errors. In such an event, the Buyer shall be notified as soon as such issue/error comes to the notice of the Supplier. The Supplier expressly reserves the right to cancel such an order where product details were inaccurate (including incorrect pricing) or if the products are unavailable or out of stock for any reason, without any further liability.
- 6.4 Returns of ordered products may only be made in instances where the product received is defective or not conforming to specifications agreed. In all other cases, goods once received shall be non-returnable and acceptance of a delivery shall constitute acceptance of the goods. Unless agreed to specifically by the Supplier in writing, all logistics costs borne in respect of return of goods which are agreed to be taken back by the Supplier (at its sole discretion) shall be to the account of the Buyer.
- 6.5 Any amounts to be refunded for goods returned as permitted hereunder shall be by way of credits notes issued by the Supplier usable against purchases by the Buyer from the Supplier within 6 months from the date of the credit note. Such credit notes shall be redeemable for a purchase of similar goods as originally purchased and as available with the Supplier.

## 7. *Payments*

- 7.1 Payment for products purchased from the Supplier shall be made no later than 24 hours from the placement of the order, unless the Supplier agrees in writing to a separate credit period for relevant orders. The mode for payment shall be agreed between the Supplier and Buyer in writing, and in the absence of any such agreement payments shall be made by Demand Draft or RTGS/NEFT to the account of the Supplier.
- 7.2 Failure to make payment for any products purchased shall entitle the Supplier to cancel order(s) placed and refuse to deal with the Buyer at any future point, including by blocking access of the Buyer to the App. Such right shall be without prejudice to any other right of the Supplier against the Buyer, whether for damages or otherwise.

## 8. *Limitation of Liability*

- 8.1 The aggregate liability of the Supplier, if any, shall in no event exceed the value of the relevant order placed by a Buyer through the App under which such liability has arisen.
- 8.2 It is acknowledged and agreed that notwithstanding anything to the contrary, the Supplier shall not be liable, under any circumstances, whether in contract or in tort, for any indirect, special, consequential or incidental losses or damages, including on grounds of loss of profit, loss of reputation or loss of business opportunities.

## 9. Exports

The Buyer shall be solely responsible for consents and approvals, whether from the relevant manufacturer or competent statutory/other authority, if the Buyer proposes to export any products purchased from the Supplier.

10. *Force Majeure*

The Buyer acknowledges that the Supplier shall be liable for a failure to perform or a delay in performance of any of its obligations if the Supplier is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such party, including but not limited to fire, flood, explosion, epidemic, act of God, war, riot, strike or lockout.

11. *Disclaimers*

- 11.1 The Supplier shall endeavour to ensure accurate display of available products, including in respect of their colour, size, shape and appearance, as accurately as possible. However, the actual colour, size, shape and appearance may have variations from the depiction on your mobile/computer screen.
- 11.2 Except as expressly agreed in writing, and to the extent permitted by applicable law, the Supplier disclaims liability for any representations or warranties to Buyers in relation to the products available on the App, including (without limitation) implied warranties of merchantability, non-infringement, fitness for a particular purpose, or implied warranties arising out of course of dealing, course of performance or usage of trade.
- 11.3 Without prejudice to the generality of Clause 13.2, the Supplier does not implicitly or explicitly support or endorse the sale or purchase of any products or provide any warranty in respect thereof.

12. *Disputes*

This Agreement will be governed by and construed in accordance with the laws of India, without regard to principles of conflicts of law of India or any other jurisdiction and the courts in Delhi shall have exclusive jurisdiction over matters relating to or arising from this Agreement.