

## TERMS AND CONDITIONS

This Website and/or Application is owned and operated by Berry Clean Solutions (“Berry Clean Solutions”, “BerryClean.in”, “BerryClean” “We”, “Us”, “Our”) having its Registered and Corporate Office at 1301, Tower -17, Lotus Boulevard, Sector 100, Noida, Uttar Pradesh, INDIA.

In using the services provided by our Website and/or Application User(s) (“You”, “Your”) are deemed to have accepted the Terms and Conditions listed below or as may be revised from time to time, which is, for an indefinite period and you understand and agree that you are bound by such Terms and Conditions till the time you access this Website and/or Application.

We reserve the right to change these Terms and Conditions from time to time without any obligation to inform you and it is your responsibility to look through them as often as possible. All rights including copyright, in this Website and/or Application are owned by us. Any use of this Website and/or Application or its contents, including copying or storing it in whole or part without our due and prior permission is prohibited.

If you have any queries about this User Agreement or any complaints or suggestions regarding our Website and/or Application, please feel free to write to us at [berryclean.connect@gmail.com](mailto:berryclean.connect@gmail.com) or call us on +91-7807074323.

### 1. ELIGIBILITY CRITERIA

- 1.1. You are authorized to use/purchase/contract from or with this Website and/or Application only if you are an Individual above 18 years of age and/or an Entity (including sole proprietorship firms, companies, partnerships, trusts, non-government organizations, etc.), who/which is authorized under applicable law to form legally binding agreements. Any Individual or Entity who/which is incompetent to contract within the meaning of the Indian Contract Act, 1872 as amended from time to time are not eligible to use this Website and/or Application.
- 1.2. Users who choose to access this Website and/or Application from outside India are responsible for compliance with local laws and if to the extent local laws are applicable. In case any Indian states prohibit direct sale of merchandise/products from other states and require special documentation to affect such a sale without dual taxation, if we receive an order from such states or to be delivered to such states under such circumstances we retain the right to accept or reject the order.

### 2. PRICING AND PAYMENT

- 2.1. Payment can only be accepted in INR. Prices will be MRP (including CGST/SGST and IGST, as applicable), as applicable.

### 3. DELIVERY SCHEDULE

- 3.1. We understand that your privacy is important to you and we respect that. We ensure you that we maintain complete confidentiality of the details that you have shared with us and will not share it with any third party.
- 3.2. A tentative delivery date/time will be given along with the order confirmation. The expected delivery date shall be provided as soon as your order is ready for dispatch. Alternatively, customers can track their order by writing to us at [berryclean.connect@gmail.com](mailto:berryclean.connect@gmail.com) or calling us on +91-7807074323.

### 4. YOUR OBLIGATIONS

- 4.1. You have to provide true, accurate, current and complete information about yourself while registration on our Website and/or Application.
- 4.2. You should maintain and promptly update registration data to keep it true, accurate, current and complete. If you provide any information that is false, inaccurate, incomplete or not current or if we have reasonable grounds to suspect that such information is false, inaccurate, incomplete, not current or not in accordance with this User Agreement, we have the right to indefinitely suspend or terminate your membership and refuse to provide you with access to our Website and/or Application.
- 4.3. In the event that a non-delivery occurs on account of a mistake by you (i.e. wrong name or address or any other wrong information), any extra cost incurred by us for return and re-delivery shall be claimed from you and you shall bear such expenses.
- 4.4. You will provide authentic and true information in all instances where such information is requested of you. We reserve the right to confirm and validate the information and other details provided by you at any point of time. Further, we also reserve the right to ask for additional information for accepting orders or before making delivery in certain cases. If upon confirmation, your details are found to be false (partially or completely), we have the right in its sole discretion to reject the registration and debar you from using the services of our Website and/or Application and or other affiliated websites and/or applications without any prior intimation whatsoever.
- 4.5. You confirm that the address at which delivery of the product(s), ordered by you, is to be made is correct and proper in all aspects.
- 4.6. Before placing an order you shall check the product details and description carefully. By placing an order for a product, you agree to be bound by the conditions of sale and invitation to offer included in the item's details and description.
- 4.7. If there is any delay in the delivery caused due to any natural calamity, public holiday or any other unforeseen circumstance, then you shall not hold us liable for such delay in the delivery of the product.

## 5. RESTRICTION(S)

- 5.1. We reserve the right, at its sole discretion, to limit the quantity/value of the items purchased by you and such other restrictions as may be applicable to orders placed by the same account, the same payment channel and also to orders that use the same billing and/or delivery address. We will provide notification to the customer should such limits be applied. We reserve the right at its sole discretion to prohibit sales to anyone as it may deem fit.

## 6. SITE SECURITY

- 6.1. You are prohibited from violating or attempting to violate the security of this Website and/or Application, including, without limitation:
  - 6.1.1. Accessing data not intended for you or logging onto a server or an account which you are not authorized to access.
  - 6.1.2. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
  - 6.1.3. Attempting to interfere with service to any other user, host or network, including, without limitation via means of submitting a virus to the site, overloading, flooding, spamming, mail-bombing or crashing.

- 6.1.4.** Sending unsolicited email, including promotions and or advertising of products and/or services;
- 6.1.5.** Forging any TCP / IP packet header or any part of the header information in any email or newsgroup, posting violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this site or any activity being conducted on this site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search this site other than the search engine and search agents available on this site and other than generally available third party web browsers (e.g. Microsoft Explorer, Google Chrome, Mozilla Firefox).

## **7. CANCELLATION BY BERRYCLEAN**

- 7.1.** There may be certain orders that we cannot accept, and therefore, we reserve the right, at our sole discretion, to refuse or cancel the order. Some reasons may include limitation on quantity available for purchase; errors in pricing and/or product information and/or certain issues identified by our fraud avoidance department and/or any other issue which we identify for not accepting the order. We also reserve the right to ask for additional information for accepting orders in certain cases. We will notify you in case your order has been cancelled fully or partially or if any additional information is required to accept your order.

## **8. CANCELLATION BY CUSTOMER**

- 8.1.** Once an order is placed, it can only be cancelled before it is shipped to the provided destination. Customers can track their order by writing to us at [berryclean.connect@gmail.com](mailto:berryclean.connect@gmail.com) or calling us on +91-7807074323. Once the cancellation request is received, we will initiate the process of refunding the amount to your account via the same payment mode that you had used to make the transaction and/or through cheque. Once the refund process is initiated, you will receive the refund amount to your account via the same payment mode that you had used to make the transaction and/or through cheque.

## **9. RETURN, REFUND AND EXCHANGE POLICY**

- 9.1.** We are committed to ensuring full customer satisfaction with respect to the products available on our Website and/or Application, security & customer assistance. However, if you are not happy with the product, you can choose to return the order.

**NOTE:** We do not currently accept any returns or exchange of our products, except for those cases where a defective product has been delivered. You shall return the defective product unused and in the same condition as you received it, in its original packaging, along with the invoice for a refund. You are required to report the defect within 7 days of receipt of the product either writing to us at [berryclean.connect@gmail.com](mailto:berryclean.connect@gmail.com) or calling us on +91-7807074323. For the refund on the returned defective product please check the section on Refund below.

- 9.2. 7-Days Return Policy:** In the unlikely event that the order delivered is in damaged condition, or otherwise, you can return the product unused and in the same condition as you received it, in its original packaging, along with the invoice and get the

refund. Our delivery partner will collect the order from the address provided by you and will get it back to us.

- 9.3. Return Charges:** Our delivery partner will collect the order from provided address. Customer need not pay any delivery charges to return the product.

**9.4. How To Initiate The Refund Process?**

**9.4.1.** Customers can contact our customer support by writing to us at [berryclean.connect@gmail.com](mailto:berryclean.connect@gmail.com) or calling us on +91-7807074323 within 7 days from the receipt of product.

**9.4.2.** All the products must be returned in their original condition, unaltered and unused.

**9.4.3.** Provide the invoice/guarantee card into the package for return process. Without the above, returns will not be processed.

**NOTE:** We shall not entertain any request after 7 days from the date of receipt of the product.

**9.5. Refund**

**9.5.1.** We shall process the refund once we receive the product. The product must be in unused condition, in its original packaging along with its original tags and invoice, failing which refund may not be possible.

**9.5.2.** Once the refund process has been initiated, the amount will be directly refunded to your account via the same mode through which the transaction was made or through cheque.

**9.5.3.** In case the customer pays online then amount will be refunded within 10-15 working days from the receipt of returned product(s) at our warehouse.

**9.5.4.** In all cases 100% refund will be made.

**9.5.5.** In case of COD (Cash on delivery i.e. when customer pays in cash once the product is received) the amount can be refunded either through cheque or online transfer as NEFT (National Electronic Fund Transfer). The mode of refund depends on the customer's choice:

**9.5.5.1.** If customer provides a cancelled cheque with the returned product then the refund can be made within 10-15 working days & amount will be refunded directly into customer's account through online transfer as NEFT.

**9.5.5.2.** If customer doesn't provide any cancelled cheque then amount will be refunded through cheque that will be sent by courier at the address provided by customer at time of registering/placing the order. It may take up to 30 working days.

**9.6. Exchange:**

**9.6.1.** We regret to inform that exchange of products is not possible for the products bought from our Website and/or Application.

**10. PRIVACY POLICY**

**10.1.** We understand that your privacy is important to you and we respect that. We ensure you that we maintain complete confidentiality of the details that you have shared with us and will not share it with any third party.

- 10.2. We may ask for certain details such as name, contact number, date of birth, bank account details, taxation related information, other statutory and/or legal documents, postal address, email address, username, password, etc. for registration purposes or for giving feedback, contests, newsletters and placing an order. At any point in time you can unsubscribe to our newsletters or any other information which you may receive from us.
- 10.3. Also, for enhanced security, we do not accept any financial information on our servers. All information entered by the customer is directly received through our payment gateway and are transmitted to their respective banks servers. All this is done through industry standard encryption protocol known as SSL (Secure Socket Layer).
- 10.4. The payments on our Website and/or Application are processed by a third party who has signed a non-disclosure agreement with us and therefore, are not allowed to share any personal information of the customers.
- 10.5. For more on Privacy, please see the latest version of our Privacy Policy which is available on our website / application.

## 11. FRAUDULENT TRANSACTIONS

- 11.1. We reserve the right to recover the cost of goods, collection charges, damages caused to us and legal expenses from persons using the site fraudulently. We reserve the right to initiate legal proceedings against such persons for fraudulent use of the Website and/or Application and any other unlawful acts or acts or omissions in breach of these Terms and Conditions.

## 12. DISCLAIMER

- 12.1. All products and the information displayed on our Website and/or Application constitute an invitation to offer. Your order for purchase constitutes your offer which shall be subject to the Terms and Conditions as listed herein. We reserve the right to accept or reject your offer in part or in full. Our acceptance of your order will take place upon the dispatch of the product(s) ordered. Dispatch of product(s) ordered, may or may not happen at the same time. In such a scenario, that portion of the order which has been dispatched will be deemed to have been accepted by us and the balance would continue to be an offer to us and we reserve the right to either accept or reject the balance offer.
- 12.2. No act or omission on our part prior to the actual dispatch of the product(s) ordered will constitute acceptance of your offer. If you have provided us with your email address, we will notify you by email as soon as possible to confirm receipt of your order and confirm dispatch and therefore, acceptance of the order thereafter.
- 12.3. We have made every effort to display all of our products that appear on our Website and/or Application as accurately as possible. Packaging and/or Other Specifications (including Colour, etc.) of the product may vary from that displayed on the Website and/or Application.

## 13. WEBSITE AND/OR APPLICATION CONTENT

- 13.1. We own the copyright to all the contents of this Website and/or Application, including images. All trademarks and other intellectual property are owned or licensed to us (unless otherwise specified).

- 13.2. You shall not copy, reproduce, distribute, republish, download, display, post or transmit any part of the Website and/or Application without the written consent from us. You may print or download any pages for your own personal and non-commercial use only.
- 13.3. While our Website and/or Application is/are as accurate as possible, we cannot accept responsibility for any inaccuracies or errors beyond our reasonable control.
- 13.4. If you have any doubts about what you can do, please write to us at [berryclean.connect@gmail.com](mailto:berryclean.connect@gmail.com) or call us on +91-7807074323.

#### 14. EXTERNAL MATERIAL

- 14.1. The Website and/or Application may contain links to other websites and/or applications; these external websites and/or applications are not under our control. We cannot be held responsible for such websites and/or applications and cannot make any warranties about them. We provide these links because we think they might interest you, but we do not monitor or endorse these websites and/or applications.
- 14.2. For more on this, please see the latest version of our Privacy Policy which is available on our website / application.

#### 15. LIABILITY

- 15.1. We take no responsibility for any loss or damage suffered as a result of our order online service or goods supplied using the same, except as required by law, even if we could have foreseen the loss, or the possibility of it was brought to our attention.
- 15.2. Any product you buy from our Website and/or Application is completely at your discretion and you accept that you place the order only after thoroughly inquiring about the product and being completely acquainted about the product, its features, characteristics, usage etc. We are not liable for any kind of damages or losses whatsoever suffered by the customers due to the use of the product.

#### 16. CHANGES TO SITE DISCLAIMER

- 16.1. We reserve the right to change the site disclaimer from time to time. If this happens, we will notify you by posting the updated site disclaimer on the Website and/or Application. If you do not wish to be governed by the revised site disclaimer, we request you to refrain from using the Website and/or Application.
- 16.2. This site disclaimer is governed by the laws of India and you and we agree to use the courts of Noida (Uttar Pradesh) jurisdiction if there is any dispute between us.
- 16.3. If any part of this site disclaimer is found to be invalid by law, the rest of them remain valid and enforceable.

#### 17. DELIVERY POLICY

##### 17.1. Delivery Destinations

- 17.1.1. In India, we serve selected cities. Please check if we deliver to your Pin Code in shopping cart checkout page. If there is no proper delivery service available in your area, we do apologize for the inconvenience caused.

**NOTE:** At present, we do not have the option to deliver a single order to multiple destinations. You will need to place different orders for shipment to multiple destinations.

#### 17.2. Delivery & Handling Charges

- 17.2.1.** At present, we offer free delivery across India on orders above INR 499.00. For orders less than or equal to INR 499.00, we have a fixed delivery fees of INR 50.00.

#### 17.3. Delivery Partners

- 17.3.1.** We have preferred delivery partners based/depending on the Pin Code. They include but are not limited to Delhivery, India Post, Trackon, Professional Couriers, DTDC, BlueDart, etc.

#### 17.4. Track Order

- 17.4.1.** Customers can track their order by writing to us at [berryclean.connect@gmail.com](mailto:berryclean.connect@gmail.com) or calling us on +91-7807074323.

#### 17.5. Time To Deliver

- 17.5.1.** The time taken for delivery tends to vary according to the Pin Code. However, we make our best efforts to ensure that the order is delivered on time. Usually, a time of 3-5 working days is taken for order dispatch. Orders received on a Sunday or during a Holiday / Holidays are dispatched the following Monday or next working day. During festive and/or other busy seasons and/or periods, there can be processing, dispatch and delivery delays.

- 17.5.2.** The product is delivered within 7-9 working days in India from the day of order confirmation, provided such delivery is not delayed by any governmental authority or any other entity acting on behalf of the government or acting as per the directions of the government. In the unlikely event that we fail to deliver your order within the stipulated period, we shall cancel the order and notify you regarding the same. In such cases, the refund will be made directly to your account via the same mode through which the payment was made. We only partner with reputed delivery partners to ensure that the products reach you promptly and in perfect condition. We also ensure that the delivery is made to the recipient and thus require the identity proof for verification:

**PLEASE NOTE:** Recipient needs to produce any of the following government issued photo identity proof for receiving the delivery:

- a) Pan Card
- b) Driving License
- c) Passport
- d) Voter Identification Card
- e) Postal Identification Card (Aadhar)

**PLEASE NOTE:** Recipient needs to produce passport or driving license for receiving the delivery.

- 17.5.3.** For any customer assistance, you may/can write to us at [berryclean.connect@gmail.com](mailto:berryclean.connect@gmail.com) or call us on +91-7807074323.

**18. REVIEWS, FEEDBACK AND SUBMISSIONS**

- 18.1.** All reviews, comments, feedback, postcards, suggestions, ideas and other submissions disclosed, submitted or offered in connection with your use of this Website and/or Application will be and remain our property. Such disclosure, submission or offer of any comments shall constitute an assignment to us of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the comments.
- 18.2.** Thus, we own exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise of any comments. We will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any comments you submit for any purpose whatsoever, without restriction and without compensating you in any way. We will be under no obligation:
- a) To maintain any comments in confidence
  - b) To pay you any compensation for any comments
  - c) To respond to any comments
- 18.3.** You agree and confirm that any comments submitted by you to the Website and/or Application will not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s) and will not cause injury to any person or entity. You further agree that no comments submitted by you to the Website and/or Application will be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mails or any form of spam.
- 18.4.** We do not regularly review posted comments, but does reserve the right (but not the obligation) to monitor and edit or remove any comments submitted to this Website and/or Application. You grant us the right to use the name that you submit in connection with any comments. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any comments you submit. You are and shall remain solely responsible for the content of any comments you make and you further agree to keep indemnified us and our affiliates for all claims resulting from any comments submitted by you. We and our affiliates are not responsible nor assume any liability for any comments submitted by you or any third party.

**19. COPYRIGHT AND TRADEMARK**

- 19.1.** We reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on this Website and/or Application.
- 19.2.** Access to this Website and/or Application does not authorize anyone to use any name, logo or mark in any manner.
- 19.3.** All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Website and/or Application (collectively content are intended solely for personal and non-commercial use. You may download or copy the contents and other materials displayed on the Website and/or Application for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You will not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in

whole or in part, any of the contents of the Website and/or Application or any related software. All software used on this Website and/or Application is either our property or that of our suppliers and they are protected by Indian and international copyright laws.

## **20. FORCE MAJEURE**

- 20.1.** We are not liable for any delay in the performance or non-performance of any of our obligations hereunder and shall not be liable for any loss or damages caused thereby where the same is occasioned by any cause whatsoever that is beyond our control including but not limited to an act of God, war, civil disturbance, governmental or parliamentary restrictions, prohibitions or enactments of any kind, import or export regulations, exchange control regulations or accident or non-availability/ delay in transport.

## **21. TERMINATION**

- 21.1.** This User Agreement is effective unless and until terminated by either you or us. You may terminate this User Agreement at any time by informing us in writing through Indian Postal Services by registered/ speed post that you no longer wish to be associated with this Website and/or Application, provided that you discontinue any further use of this Website and/or Application.
- 21.2.** We may terminate this User Agreement at any time and may do so immediately without notice, and accordingly deny you access to this Website and/or Application. Such termination will be without any liability to us. Upon any termination of the User Agreement by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from this Website and/or Application, as well as all copies of such materials, whether made under the User Agreement or otherwise. Our right to any comments shall survive any termination of this User Agreement. Any such termination of this User Agreement shall not cancel your obligation to pay for the product(s) already ordered from the Website and/or Application or affect any liability against you that may have arisen under the User Agreement.

## **22. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**

- 22.1.** This User Agreement shall be construed in accordance with the applicable laws of India.
- 22.2.** The courts at Noida (Uttar Pradesh) shall alone have exclusive jurisdiction in case of any claim(s), dispute(s) and/or difference(s) concerning and/or relating to and/or arising out of this User Agreement and/or with regard to interpretation of this User Agreement and/or any of the clauses herein contained.
- 22.3.** In case of any claim(s), dispute(s) and/or difference(s) concerning and/or relating to and/or arising out of this User Agreement and/or with regard to interpretation of this User Agreement and/or any of the clauses herein contained, the parties to this User Agreement shall be entitled to seek Specific Performance of this User Agreement through an appropriate Court of Law in the above-mentioned jurisdiction.

## **23. MODIFICATION OF THIS USER AGREEMENT**

- 23.1.** We reserve the right at any time to modify the Terms and Conditions of this User Agreement without any prior notification to you. Subsequent to any such modification of the User Agreement, we will inform you of the modifications in the

User Agreement through e-mail at the address provided by you while registration on our Website and/or Application. You can access the latest version of the User Agreement at any given time on our Website and/or Application. You should regularly view the User Agreement on our Website and/or Application. In the event the modified User Agreement is not acceptable to you, you may undertake to discontinue using our service. However, if you continue to use our service you shall be deemed to have agreed and accepted to the modified Terms and Conditions and you undertake to abide by the modified Terms and Conditions and you undertake to abide by the modified User Agreement.

BERRY CLEAN