

## **BUYER AGREEMENT**

THIS BUYER AGREEMENT IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS AGREEMENT DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN RACK 37 INNOTECH PVT. LTD. AND YOU (BOTH TERMS DEFINED BELOW). THE TERMS OF THIS AGREEMENT WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME AND WILL GOVERN THE RELATIONSHIP BETWEEN RACK 37 INNOTECH PVT LTD AND YOU, INCLUDING WITH RESPECT TO THE LISTING, ADVERTISING, EXHIBITING, MAKING AVAILABLE, MARKETING, SALE AND/OR DELIVERY OF ANY PRODUCTS THROUGH THE WEBSITE (DEFINED BELOW). IF ANY TERMS OF THIS AGREEMENT CONFLICT WITH ANY OTHER DOCUMENT/ELECTRONIC RECORD, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PREVAIL, UNTIL FURTHER CHANGE / MODIFICATIONS ARE NOTIFIED BY RACK 37 INNOTECH PVT LTD.

These Terms & Conditions ("Terms") form part of the Buyer Agreement ("Buyer Agreement") entered into between **RACK 37 INNOTECH PRIVATE LIMITED**, a company incorporated under the Companies Act 2013, having its registered office at **SECTOR 19 SECOND FLOOR, PLOT NO 3, DHANRAJ PLAZA, AMBERHAI VILLAGE, NEW DELHI - 110075** ("Company") and you, the Buyer ("Buyer"). The Terms are incorporated in the Buyer Agreement by way of reference and constitutes part of the binding Buyer Agreement executed between the Company and the Buyer.

WHEREAS

Company owns “**Rack37 Innotech Pvt. Ltd**” located at <https://www.rack37.com/> and has many registered users to whom Company offer various services.

The above referred Buyer and Company are hereinafter collectively referred to as “Parties” and individually as “Party”.

**NOW THIS AGREEMENT WITNESSETH HEREWITH:**

**1. DEFINITIONS**

1.1. “**Acceptance**” shall mean acceptance of this Agreement directly or indirectly in electronic form or by means of an electronic record and shall include your affirmative action of clicking on “I Accept/ I Agree” or the box against these words provided at the end of this Agreement or any other manner of acceptance such as using Seller Panel, start advertising, exhibiting or offering for sale, by which action you accept the terms and conditions of this Agreement.

1.2. “**Agreement**” shall means this Seller Agreement in its entirety, including all the annexure attached to or referenced to this Agreement, Rack 37 Policies and any other document pursuant to this Agreement and shall include any amendment thereto, from time to time.

1.3. “**Applicable Laws**” includes (a) statute, statutory instrument, bye-laws, order, directive, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal); (b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body.

1.4. “**Banned Products**” shall mean the products/goods/articles/services that are banned on the Website.

1.5. “**Buyer**” shall mean any user of the Website who accepts Seller’s offer to sell the, Product and purchases any Product of the Seller through the Website.

1.6. “**Consents**” include all consents, licenses, authorizations, approvals, permissions, certificates, permits and any other form of consent (whether statutory, regulatory, contractual or otherwise).

1.7. **“Intellectual Property Rights”** means all rights to patents, designs, copyrights, trademarks, service marks, database, domain name, moral rights (whether or not any of those is registered and including applications for registrations of the foregoing) together with all trade secrets, know-how and all rights or forms of protection of a similar nature and causes of action for violation, misappropriation or infringement of any of the foregoing.

1.8. **“Invoice”** shall mean a valid retail tax invoice issued by the Seller to the Buyer for the sale of a Seller’s Product to a Buyer through the Website.

1.9. **“Internet Banking”** shall mean an electronic payment system that enables the customer to make financial transactions online via the internet. This service gives online access to almost every banking service, traditionally available through a local branch including fund transfers, deposits, and online bill payments to the customers.

1.10 **“Product(s)”** shall mean the product(s) as exhibited, advertised, made available, and offered by the Seller for sale on the Website.

1.11 **“Term”** shall mean the period commencing from the date of this Agreement up to the termination of this Agreement in accordance with Clause 18 as provided herein below.

1.12. **“Territory”** shall mean the Republic of India.

## **2. ARRANGEMENT**

The Company shall offer the Buyer its services to purchase the products from our portal and it shall also provide customer support, hosting and technology, payment services etc.

Based on mutual discussion, it is agreed by and between the parties hereto that the Buyer shall purchase the products from the said website/ online platform, subject to the terms and conditions hereinafter contained. Buyer shall agree and acknowledges that the shopping transaction shall be governed by the “Terms of Use” of Rack37.com.

## **3. ORDERING, PACKAGING AND DELIVERING**

The Portal will enable Customers/ Buyers to place orders for the Product(s) they wish to purchase on the Website.

Upon receiving the confirmation of the order by the Customer, the Company will update the details of the confirmation of the order on the internal portal of the Company.

The Company hereby irrevocably confirms that upon receiving the confirmation of the order by the Customer in respect of any Product.

The Company shall within 24 hours of the confirmed order being received on the Portal. Will use packing material for packaging of the Product and keep it ready for collection.

Before arranging the delivery of the relevant Products to the Customer, the Company shall again recheck the consignment against the confirmed order placed by the relevant Customer.

The Company shall take all commercially reasonable steps to keep the Customer informed of any delays which may take place in the delivery of any Product.

#### **4. INVOICING AND COLLECTION AND PAYMENTS**

The Company shall generate, print and issue an invoice for the purchased Product to the Customers. CurrentThe Invoice shall contain some additional shipping, or any other charges charged to the Customer based on the Company's policy from time to time.

The customer shall be liable to pay all the applicable charges such as:

- a. GST;
- b. Other Expenses if applicable by the Company.

The Company shall collect the payments from the Customers.

#### **5. CONSIDERATION AND PAYMENT TERMS**

The Customer shall collect all the payments for the purchase of the Product by way of online payments or any other legal methods of payment as may be available on the Portal from time to time.

The Company shall generate and provide to the Buyer details for the payment of the Products that are being purchased by the buyer and that is required to be delivered.

It is hereby clarified that the Company shall not be required to provide any other information (including any confidential information).

## **6. SHIPMENT AND LOGISTICS**

We (**Rack 37 Innotech Pvt. Ltd**) shall attempt to deliver the Shipment to the Buyer for a maximum of three (3) attempts. However, in case of the occurrence of any one of the following event, we shall make no more than three (3) attempts to deliver the Shipment:

- a. Consignee refuses to accept the Shipment;
- b. Address of the Consignee not found;
- c. Buyer itself asks to hold the shipment for few days.

The Shipment shall be delivered to the buyer within 15- 30 Business Days depending upon the category and place of delivery from the date of purchase.

## **7. RETURN AND REFUND**

The Company explicitly does not accept any returns or exchange of any products purchased from our portal or services rendered.

The Company shall send buyer videos of the packaging and shipment loading, so that later no such issues related to return of the shipment shall be made.

Also, once the purchase has been made and shipment is delivered then there shall be no refund or return for the same.

In case of any issues related to return or Exchange of the products user can contact our Grievance Officer and we ensure to provide best help to the users affected.

## **8. TERMS AND EFFECTS OF TERMINATIONS**

The terms of this agreement shall commence from the date of execution of the contract and shall continue till it is terminated by any one of the party giving 30 days' notice period.

## **9. EFFECT OF TERMINATION**

In the event of termination/ expiry of this Agreement, the Company shall remove and discontinue all the services provided on the portal.

Company shall not be liable for any loss or damages that are or will be incurred at the time of delivery or at the time of shipment.

## **10. INTELLECTUAL PROPERTY RIGHTS**

It is expressly agreed that except everything agreed in this Agreement shall have all the rights, title and interest in their respective trademarks/ logos and nothing contained in this Agreement nor use of trademark/ logos on publicity, advertising, promotional or other material that is in relation to services that shall be construed as giving to any party any right, title or interest of any nature whatsoever to any of the other party's trademark/ logo.

## **11. FORCE MAJEURE**

Any delay in or failure to perform any obligations by the Parties under this Agreement shall not constitute default hereunder if and to the extent caused by force majeure, which is defined to be occurrences beyond the reasonable control of the Party committing default, including but not limited to technical crash/downtime of website, acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection, sabotage and non-cooperation of third parties. Provided, however, that Seller shall give a written notice within a reasonable time from the date of the force majeure occurrence to the Rack 37. You shall use all possible efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes of force majeure are removed. During a force majeure condition You shall give first priority to complete or fulfill the orders You have received through the Website.

## **12. NOTICES**

Any notice or other communication to be given hereunder will be in writing and in English language and given by facsimile, post-paid registered, certified mail return receipt requested, or electronic mail. Notice to You shall be issued at the address including electronic

address provided by You in the Seller Registration Form, as amended by You from time to time

### **13. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement and understanding of the parties and supersedes any/and all other prior and contemporaneous agreement, arrangements and understandings whether oral or written between the parties with respect to its subject matter.

### **14. GRIEVANCE OFFICER**

In compliance with Information Technology Act, 2000 and the rules made thereunder, you can contact the Grievance Officer of Rack 37 at email address: [grievance@rack37.com](mailto:grievance@rack37.com) and having phone no. : 8448440437, Rack 37 may also change the aforesaid details from time to time.

### **15. LIMITATION OF LIABILITY**

Under no circumstances, except in case of breach of contract either party will be liable to other party for loss of profit or for any indirect/ incidental, consequential or exemplary damages arising out of the subject matter of this agreement, regardless of the type of claim and even if the party has been advised of the possibility of such damages but not limited to loss/ damages are proven by the aggrieved party to have been deliberately caused by the other party.

### **16. AMENDMENT**

Rack 37 may amend the terms and conditions of this Agreement including the Rack 37 Policies at any time in its sole discretion by intimating you by sending an email to the email ID provided in the Buyer Registration Form. It is your responsibility to review amendment notifications from time to time.

### **17. RELATIONSHIP OF PARTIES**

Nothing in this agreement shall be construed as creating a relationship of partnership, joint venture or employment between the parties.

Both the parties shall be in contact with each other and all the purchase done by the buyer shall be done on the Rack 37 portal itself.

All the information provided by the buyer shall be correct and true to his knowledge and shall not be misleading in any form.