

SHIPPING POLICY

Orders may be placed online on website of **Apsada Ecofynity Marketing Private Limited**. (Hereinafter referred to as "**Apsada Ecofynity**") at: www.myecofynity.com or picked up from Apsada Ecofynity's office and / or from any of the franchisee outlet of **Apsada Ecofynity Marketing Private Limited**. Details are given below:

PICKUP FROM OFFICE OR FRANCHISEE OUTLET:

Pickup orders can be placed at any of the outlet. Payment options for Pickup Orders can be Cash, Demand Draft, Credit Card and Debit Card.

Pickup hours for all Outlets are:

- Monday to Friday 10:00 a.m. - 06:00 p.m.
- Saturday 10:00 a.m. - 01:30 p.m.
- Sunday (Closed)

Please refer to website: www.myecofynity.com for any latest updates and future information.

HOME DELIVERY

Home Delivery orders can be placed for providing easy access & convenience on website: www.myecofynity.com or by placing the order at office / franchisee outlets.

Payment:

Payment mode options for these orders can be:

- Orders placed at Office: Cash, Debit Card or Credit Card.
- Online orders: Credit Card, Debit Card, Net Banking, etc.

Home Delivery Orders Delivery fees:

Please refer to the website: www.myecofynity.com for more details on Delivery fees for the orders placed on: www.myecofynity.com

The shipments are in perfect condition when the carrier takes possession of the same. By signing "received" on the delivery note, the recipient(s) acknowledges that the order was received in satisfactory condition. Do not sign in the event of damages or product shortages. Hidden damages discovered after the carrier has left and all other discrepancies must be notified within twenty-four (24) hours of receipt of shipment. Failure to notify Apsada Ecofynity Marketing Private Limited of any shipping discrepancy or damage within twenty-four (24) hours of receipt of the shipment will cancel Direct Seller(s) right to request a correction and shall be considered deemed acceptance of the products.

Orders placed are typically shipped the very next business day. Orders placed on Saturday after 2.30 pm will be shipped on the following Monday. Delivery time will vary according to the location of customers / Direct Seller(s). The average time for delivery is between 2 – 7 days. Delivery of products may not happen on Sundays or on major holidays as per the policy of the delivery partner.

Delivery of the Product

- There are various delivery models for delivery of purchased Product to the Customers / Direct Sellers, as decided by Apsada Ecofynity. The risk of any damage, loss or deterioration of the Products during the course or delivery or during transit shall be on Apsada Ecofynity and not on the customer / Direct Seller. Apsada Ecofynity represents and warrants that the products being

delivered are not faulty and are exactly those products which are listed and advertised on the website and purchased by the customers / Direct Sellers and meet all descriptions and specifications as provided on the Website: www.myecofynity.com.

- Customer / Direct Seller's shipping address, pin code will be verified with the database of Website before they proceed to pay for their purchase. In the event order is not serviceable by logistic service providers or the delivery address is not located in an area that is covered under the order confirmation form, Customer / Direct Seller may provide an alternate shipping address on which the Product can be delivered by the logistics service provider.
- Please note that there is no guaranteed dispatch time and any information about the dispatch should not be relied upon as such. Therefore, time is not the essence of the bi-partite contract between the Customer / Direct Seller and Apsada Ecofynity for purchase and sale of product on or through the Website: www.myecofynity.com, however, the product shall not be delivered to the customer / Direct Seller unless he / she make the full and final payment for Apsada Ecofynity Products.
- Customer / Direct Seller shall be bound to take delivery of the Products purchased by him / her that are said to be in a deliverable state. Where Customer / Direct Seller neglects or refuses to accept the delivery of the Products ordered by him / her, the Customer / Direct Seller may be liable to Apsada Ecofynity for such non-acceptance. Apsada Ecofynity at its own discretion may call up the customer / Direct Seller to evaluate the reason of non acceptance of the product. The decision of Apsada Ecofynity would be final and binding on whether to redeliver or process refund as per the refund policy.
- The title in the products and other rights and interest in the products shall directly pass on to the Direct Seller from Apsada Ecofynity upon delivery of such Product and upon full payment of price of the Product. Upon delivery, the Direct Seller is deemed to have accepted the Products. The risk of loss shall pass on to the Direct Seller upon delivery of Product.
- Before accepting delivery of any Product, the Customer / Direct Seller shall reasonably ensure that the Product's packaging is not damaged or tampered.

Governing Law

- Any dispute(s) between Direct Seller or its nominee(s) and Apsada Ecofynity, arising from this Policy, shall be referred to the sole arbitrator (appointed by the company) and same shall be adjudicated by such Arbitrator as per provisions of Arbitration Conciliation Act, 1996. However, all proceedings shall come within the jurisdiction of District court Kolkata West Bengal, India only and such arbitration proceedings shall be held in District court Kolkata West Bengal, India only. The final decision of the Arbitrator would be binding upon both the parties. Any breach of this covenant by the Customer / Direct Seller will make him liable for damages and legal costs to the Company.