

# Terms and Conditions

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## Introduction

These terms and conditions ("terms") form the basis of our contract with you. By ordering from us you agree to these terms, except where other terms have been expressly agreed in writing between all parties.

Where any other published information is inconsistent with the content of these terms, these terms shall have precedence.

These terms contain the required information regarding your statutory right to cancel (if applicable).

## Definitions

In these terms any references to "we" or "us" are to Origin Techserve company registered

## Ordering and Acceptance

When you place an order, you are making an offer to purchase goods from us. This offer is accepted by us at the point where items are dispatched for delivery. If more than one item has been ordered at the same time, the dispatch of one item does not indicate the acceptance of an offer to purchase another. We reserve the right to cancel orders prior to acceptance. In addition to this, we may cancel orders after dispatch in exceptional circumstances, for example your refusal to accept delivery or detected fraud.

## Payment

You agree to pay the price stated at the time of ordering. Payment will occur in advance of the goods being dispatched. In the case where you receive goods which have not been paid for, you will pay us on demand.

In the event you are overcharged or undercharged, we and you agree to settle the outstanding balance as soon as possible after the error is discovered.

All payments and any refunds for your order will be processed in Indian Rupees only.

## Pricing and Stocks Availability

We reserve the right to vary, at any time, any price advertised on this website, literature or elsewhere. Goods are supplied at the price prevailing as at the date of the offer made by you. All prices on our website are in INR and Exclusive of GST except where expressly stated otherwise.

While every effort is taken to ensure accurate stock indications, no guarantee is given as to the availability of any item at the time of ordering. If we supply a date for the availability of stock, or completion of a custom order, it is to be treated as an estimate and is subject to change.

### **Dispatch Delays**

Where a payment made by you has not been cleared or where additional security checks are required, dispatch may be delayed by us.

If you apply for credit, items cannot be dispatched until your application is complete, any identity documents requested have been validated, deposit paid and agreement signed.

Published cut off times apply for placing orders for guaranteed delivery services. We may vary these from time to time. We do not dispatch or deliver on public holidays.

We may combine or split orders at our discretion, for example if you order a combination of in-stock and backorder items, we may send them separately, or wait until all items become available.

### **Standard Delivery**

Standard services are not guaranteed. The time taken for delivery may vary.

### **Expedited Services**

Where a specific delivery date is given, we will use a courier service to meet these agreements. In the event the courier fails to deliver as promised, any delivery charges paid by you will be refunded on request.

Where estimated delivery time slots are provided by us or our delivery services, these are not guaranteed and subject to change.

### **Large and Major Items**

Delivery is to kerbside as standard. Drivers may, at their sole discretion, bring items into your premises, but only if there is sufficient access and it is safe for them to do so.

### **Other Terms**

If a delivery fails because of incomplete or incorrect information provided by you, you agree to cover any additional re-delivery costs.

If any delivery or other service is delayed by any cause beyond the reasonable control of us or our appointed third party (e.g. severe weather, customs delays, vehicle breakdown), a reasonable extension of time shall be granted by you, this includes an extension to a guaranteed delivery date.

## **Damaged, Incomplete or Incorrect Items and Loss In Transit**

You agree to inspect all items on receipt. In the event you receive an item which is damaged, missing parts or incorrect, you will either refuse the delivery, or if you accept it, inform us as soon as possible. We will not accept claims where you do not inform us within a reasonable time.

Where an item which is dispatched does not arrive within a reasonable time you must inform us within 30 days of the expected delivery date. We will not accept claims for lost items beyond this 30 day period.

## **Defective Items**

You agree to report defects to us as soon as possible and provide any further information we request.

We agree pass on to you the benefit of any warranty or guarantee provided by the manufacturer of the goods. You agree to comply with all conditions contained in any such warranty or guarantee.

Warranty terms should be confirmed by you directly with the manufacturer and may be updated by them from time to time.

## **Covered Costs**

At our option we will provide you with a pre-paid returns label, collect the goods, or cover your return shipping costs.

If we agree to cover the costs involved in you shipping a return to us, this following will apply:

- You agree to minimise all costs. We will only cover the cheapest available shipping option, including appropriate insurance
- We will not cover packaging costs, additional services such as tracking or express delivery or any other charges incurred by you which could have been avoided
- Goods remain at your risk until delivery to us
- If you send us an item that on inspection is found not to be defective, we will not cover any shipping costs

## **Collections of Items From You**

If we arrange the collection of an item from you the following conditions will apply:

- We will arrange with you a suitable date and address to collect from
- You will pack the item and make it available for collection

- We will use an insured service to collect the item, which covers damage or loss in transit however you will be liable for the cost of repairing or replacing any item where it has not been adequately packaged
- We will attempt to collect the item from you on an agreed date. If you are not in, or the item is not ready for collection, you will cover the costs of any additional collection attempts

### **Insurance Claims**

Both parties agree that should any claim be made against a third party (e.g. a courier after transit damage) that they will supply the other with any requested information necessary for the claim to proceed.

### **Alternative Items as Replacements**

If a replacement item is required and we are unable to source one, we may offer suitable alternative items to you as a replacement. The value of any alternative item will not be less than the price paid for the original.

### **Rejection**

If you exercise your right to reject, you will send back or hand over the goods to us.

### **Unwanted Items**

Your rights to return unwanted goods are explained in this section.

### **Additional Terms**

You agree that we may supply the required information regarding your right to cancel via email and that you will supply us with a valid email address for this purpose.

If you have purchased multiple items on the same contract, you must return all goods if any of the following apply:

- You have received a discount off the total price of your order e.g. a bundle discount.
- You have paid for your order via our finance partner.
- You are cancelling the contract using your statutory rights.

You must return any free items received as part of an offer if you cancel your order. If you fail to do so, we may deduct their value from any refund due.

### **Customs and Exporting Goods**

If you attempt to export an order from us to a country outside of India, you may be subject to import duties and taxes. You take full responsibility for anticipating and paying such charges and

taxes. If items are opened, delayed or damaged by customs, it is your responsibility to seek recompense directly from the authority responsible.

We cannot offer advice on customs issues or tax related claims, such as recovering GST on exports. It is your responsibility to claim back any such taxes as permitted by law.

### **Accuracy of Information**

The photographs, dimensions, specifications and descriptions provided are shown only as a guide. Given the nature of certain consumer products, continuous product development can often mean items are updated and specifications may change over time.

We bear no responsibility for any information published by a third party, for example search engines, price comparison sites, outgoing links from this website or any other source over which we have no control.

### **Limitation of Liability**

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) nor will we be responsible for any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you place your order.

We do not limit in any way our liability by law for death or personal injury caused from our negligence or breach of duty or caused by our gross negligence or wilful misconduct. Subject to the preceding sentence, our maximum liability to you will not exceed the value of your order.

### **Applicable Law and Jurisdiction**

The contract is subject to the law of India.

Unless any alternative dispute resolution procedure is agreed upon between us and you, this contract is subject to the exclusive jurisdiction of the courts of India.