# **Terms And Conditions**

Note: Operation of Whirlpoolindia.com: Whirlpool has given permission to Ultron Commerce Pvt. Ltd. ("*Ultron*") for maintaining, managing and usage of the Whirlpoolindia.com for E-Commerce activity for Whirlpool products only. The Terms and conditions mentioned below shall be binding on the User/Customer using this website for online purchase of products or otherwise. The user agrees to have read the Terms and conditions and be bound by the same. Accessing, browsing or otherwise using the site indicates your agreement to all the terms and conditions mentioned herein below.

Ultron Commerce Pvt. Ltd. ("*Ultron*"), a preferred online Trade Partner of Whirlpool India Limited ("*Whirlpool*"), provides you this Whirlpoolindia.com services subject to the notices, terms, and conditions set forth in these terms (the "*Agreement*"). In addition, when User/Customer uses any Whirlpoolindia.com service, User/Customer may be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they are incorporated into this Agreement by this reference. Ultron reserves the right to change the services provided through the Whirlpoolindia.com and/or these terms and conditions at any time. Ultron retains the right to deny access to anyone who we believe has violated any terms of this Agreement. Only majors shall be entitled to use the service of this WStore for purchasing of products for personal, family or household use.

Ultron shall solely be responsible for fulfillment of all the orders placed through this Whirlpoolindia.com including but not limited to invoicing, receipt of payment and delivery of the products to the customers. In no event shall Whirlpool, its affiliates, directors, officers, agents, consultants or employees ("Representatives") be liable for any purchases made through this W-Store.

### 1. Privacy Policy:

The Privacy policy available on this W-Store shall form part of these terms and conditions.

### 2. Information provided by the users:

- •The Users shall provide accurate information required for processing of order. Ultron shall not be liable for any wrong, fraudulent information furnished by the users. Orders shall be processed subject to accurate information provided by the Users. The credit card information provided by the User shall be correct and accurate. The credit card shall lawfully be held by the User and any fraudulent use of the credit card is a punishable offence under Laws of India.
  •Ultron may require some additional information for processing of order. In case any additional information is required, Ultron shall get in touch with the User.
- •Ultron may receive sensitive information and/or Sensitive Personal data (Information) from the user/customer. Ultron shall use the sensitive information received in accordance to the Privacy Policy (as mentioned on this web page) which is a part of the these terms and conditions and in accordance with the Information Technology (Reasonable Security Practices and Procedures and sensitive personal data or information) Rules, 2011.

#### 3. Liability

Information on this site is provided "as is" without warranty of any kind. Information on this Web site may contain typographical errors, technical inaccuracies or other errors and may be changed at any time without notice. Whirlpool has a policy of continuous improvement of products and reserves the right to make improvements or changes to products without notice. The actual Product may differ from the images of the product shown on the website and neither Ultron nor Whirlpool shall be responsible for any deviation or difference in the actual Product delivered and the images shown on the website.

## 4. Ordering & Payment

- •Order: Your order shall be processed subject to your payment being processed successfully.
- •Payment Mode: The Payment may be made by Credit Card, Debit card, net banking or any other online mode of payment. We do not accept any other form of payment, including without limitation, Cheques or money orders. EMI Schemes may be available by payment through select Credit Cards.
- •For your security, the billing name and address on your credit card must match that of the information you submit. If the information provided does not match, your order may be delayed in processing. We reserve the right to cancel any order that does not adhere to these criteria.
- •Payment Methods, Promotions & Discounts offered, on products sold on this web page are subject to the discretion of Ultron and may be changed frequently.
- •Statutory Taxes: All purchases on WStore shall be subject relevant statutory taxes.

# 5. Delivery, Return, Warranty & Liability

- •Delivery and Return The products on WStore are available in select cities within India. The delivery days shall be all weekdays, with an exception to National Holidays and any other public holiday. Delivery shall be made within 10-15 business days from the time of purchase. However, depending on the billing address in remote areas may take more than 15 business days. The Customer specifically waives any claim pertaining to delay in delivery of Products.
  •Return Policy –The damaged goods maybe returned subject to the policy of Whirlpool. Customer may return any new appliance/product purchased from WStore that is dead on arrival, arrives in damaged condition or has any major variance from the agreed specifications.
- •Warranties The Whirlpool Product warranty obligations are limited to those set forth in the printed literature included with the Products and Whirlpool shall be directly responsible for any warranty repair and claim.
- •Limitations of Damages & Liability- Ultron shall not be liable to customer for any special, incidental, consequential or punitive damages, or for any claim by any third-party. Customer agrees that for any liability related to the purchase of Products, Ultron shall not be liable for any amount of damages above the amount paid by the Customer for the purchase of the product under these terms and conditions.