

WEBSITE TERMS AND CONDITIONS

Effective Date: August 22, 2025

Welcome to www.freshharvestorganics.in (the "Website"). This Website is owned and operated by **FreshHarvest Organics Pvt. Ltd.** ("Company," "we," "us," or "our"), a company incorporated under the laws of India with its registered office at 101, First Floor, Pride Plaza, Senapati Bapat Road, Pune, Maharashtra - 411016, India.

1. ACCEPTANCE OF TERMS

By accessing, browsing, or using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, you must not use or access this Website.

2. ELIGIBILITY

Use of the Website is available only to persons who can form legally binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Act, including minors (under the age of 18), are not eligible to use the Website.

3. YOUR ACCOUNT

If you use the Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account. You agree to provide true, accurate, current, and complete information about yourself as prompted by the Website's registration form.

4. PRICING AND ORDERS

All prices listed on the Website are in Indian Rupees (INR) and are inclusive of all applicable taxes. We strive to provide accurate product and pricing information, but errors may occur. We reserve the right to refuse or cancel any order placed for a product that is listed at an incorrect price or for any other reason. All orders are subject to the availability of products.

5. PAYMENT

We offer various payment methods, including credit/debit cards, net banking, and third-party payment wallets. By using any of the payment methods, you agree to the terms and conditions of the respective payment gateway. We are not responsible for any loss or damage arising directly or indirectly to you due to any transaction failure.

6. SHIPPING AND DELIVERY

Our delivery services are currently limited to select areas within Mumbai and Pune. We will make every effort to deliver your order within the estimated delivery time, but we shall not be liable for any delay. Please refer to our separate Shipping Policy for more details.

7. CANCELLATION, RETURNS, AND REFUNDS

Due to the perishable nature of our products, we do not accept returns once an order has been delivered. Cancellations may be possible before the order has been dispatched. For detailed information, please refer to our Cancellation & Refund Policy available on the Website.

8. INTELLECTUAL PROPERTY

All content included on the Website, such as text, graphics, logos, images, audio clips, and software, is the property of the Company or its content suppliers and is protected by Indian and international copyright and trademark laws. You may not copy, reproduce, distribute, or create derivative works from this content without our express written permission.

9. USER CONDUCT

You agree not to use the Website for any of the following purposes:

- a. To transmit any material that is unlawful, harassing, defamatory, abusive, threatening, or obscene.
- b. To interfere with any other person's use or enjoyment of the Website.
- c. To upload or transmit any material that contains viruses or any other harmful programs.
- d. To breach any applicable laws or regulations.

10. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

This Website and all products and services are provided on an "as is" and "as available" basis without any warranties of any kind. To the fullest extent permitted by law, the Company disclaims all warranties, express or implied. In no event shall the Company be liable for any direct, indirect, incidental, special, or consequential damages arising out of your use of or inability to use the Website or from any products purchased from the Website. Our maximum aggregate liability shall be limited to the amount paid by you for the product in question.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its directors, employees, and agents from and against any and all claims, damages, losses, and expenses, including attorneys' fees, arising out of your use of the Website or your violation of these Terms.

12. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the competent courts in Pune, Maharashtra.

13. GRIEVANCE OFFICER

In accordance with the Information Technology Act, 2000 and the rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Name: Mr. Sanjay Joshi

Email: grievance.officer@freshharvestorganics.in

Address: 101, First Floor, Pride Plaza, Senapati Bapat Road, Pune, Maharashtra - 411016

Time: Mon - Fri (10:00 AM to 5:00 PM)

14. CHANGES TO TERMS

We reserve the right to modify these Terms at any time without prior notice. The revised Terms will be effective from the date of posting on the Website. Your continued use of the Website after such changes constitutes your acceptance of the new Terms.