

Terms Of-Use

ABOUT

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Updated on 7th February 2023

TERMS OF USE

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This document is published in accordance with the provisions of Rule 3 (1)(a) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of domain name/ website [www.biomandii.com] ("**Website**"), including the related mobile application (hereinafter referred to as "**Platform**").

This document is a legally binding agreement between a Seller (*as defined below*) or a Buyer (*as defined below*), as the case may be (acting by itself or through its representatives) (collectively referred to as "**you**", "**your**", "**User**" hereinafter) who access or use or transact on the Platform and avail Service for a commercial purpose only and the Simple Elegant Solutions Private Limited (referred to as "**we**", "**us**", "**our**" or "**Biomandii**" hereinafter). You acknowledge and agree that the Platform is a business to business (B2B) platform and provides services to business entities only.

This document and such other rules and policies of the Platform (including but not limited to [Return Shipments Policy](#), [Undelivered Shipment Policy](#), [Privacy Policy](#), [Product Listing Policy](#), [Infringement Policy](#), [Anti-Counterfeiting Policy](#)) as may be amended from time to time are collectively referred to below as the "**Terms**". We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms, at any time without any prior written notice to You. By accessing, browsing, or otherwise using the Platform or using the Services, including following the posting of changes, User agrees to accept and be bound by the Terms (as may be amended from time to time). It is your responsibility to review these Terms periodically for any updates / changes. Please do not use the Services or access the Platform if you do not accept the Terms or are unable to be bound by the Terms.

PLEASE READ THE TERMS CAREFULLY BEFORE PROCEEDING IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE THE PLATFORM OR THE SERVICES PROVIDED BY THE PLATFORM OR BIOMANDII. By impliedly or expressly accepting these Terms, You also accept and agree to be bound by any amendments, updates and

modifications to the Terms and the other policies (including but not limited to, Privacy Policy), as maybe amended, updated and modified from time to time.

Additional terms and conditions may apply to You in respect of availing specific services and/or to specific portions or features of the Platform, including but not limited to, Services, any other additional services as may be offered by us from time to time, contests, offers, schemes, promotions or other similar features, all of which terms are to be read as part of these Terms. You agree to abide by such other terms and conditions, including, where applicable, representing that You have the legal capacity to use or participate in such service or feature. If there is a conflict between these Terms and the terms posted for or applicable to a specific portion of the Platform or for any specific service offered on or through the Platform, the latter terms shall control with respect to your use of that portion of the Platform or the specific service. Biomandii reserves the right at any time, to add to and/or alter, modify, change or vary all or any of the terms and conditions or to replace wholly or in part, the contests, offers, schemes, promotions etc. with another contest, offer, scheme, promotion etc. or to withdraw it altogether.

For the ease of reference, this document is divided into following sections:

1. General Terms applicable to all users on the Platform;
2. Terms applicable to Buyers ("**Buyer Terms**"); and
3. Terms applicable to Sellers ("**Seller Terms**").

If you (by itself or through your representatives) intend to make a purchase or have placed an order on the Platform for commercial purposes ("**Buyer**"), Section I. and II. shall be applicable to your use and access of the Platform and its Services thereof.

If you (by itself or through your representatives) intend to offer your products for sale or are selling your products to Buyers through the Platform ("**Seller**"), Section I. and III. shall be applicable to your use and access of the Platform and its Services thereof.

1. GENERAL TERMS

1. EFFECTIVE DATE

2. These Terms of Use shall come into force with effect from 0000 hours of 1st April 2023. **APPLICATION AND ACCEPTANCE OF THE TERMS**

1. Your use of the Platform and Biomandii's services, features, functionality, software and products (collectively the "**Services**" hereinafter) is subject to the terms and conditions contained in this document as well as the [Privacy Policy](#), [The Product Listing Policy](#), [The Infringement Policy](#), [The Return Shipments Policy](#), [The Undelivered Shipment Policy](#), [Anti-Counterfeiting Policy](#) and any other rules and policies of the Platform that Biomandii may publish from time to time.
2. You must read Biomandii [Privacy Policy](#) which governs the collection, use, and disclosure of personal information about Users. You accept the terms of the Privacy Policy and agree to the use of the personal information about you in accordance with the Privacy Policy.

3. PROVISION OF SERVICES

1. You must register on the Platform in order to access and use the Services. Further, Biomandii reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) subject to other conditions that biomandii may impose in its discretion.
2. In case you avail services while accessing the Platform, that may be supported and/or provided by third party service provider(s), for all such services your contracting entity will be such third party service provider(s), as the case may be. Biomandii disclaims all liability for any claims that may arise pursuant to your use of services provided by such third party service provider(s).
3. User agrees and confirms that any Services provided to you by Biomandii are on best efforts basis and Biomandii may engage services of third party service provider(s) to facilitate such Services to you. We shall not in any manner be liable to you for failure or delay in providing the Services or for any temporary disablement, permanent discontinuance of the Services by us or for any consequences resulting from such actions or reasons that are beyond our reasonable control.
4. User acknowledges that the Services are being provided to you on a 'as is' and 'as available' basis and may be interrupted while browsing, transacting, using or uploading information on the Platform. User agrees that we reserve the right to suspend the Services, forthwith without assigning any reason whatsoever, at our sole discretion.
5. Biomandii may at any time with or without notice, withdraw, terminate, and/or suspend any or part of the Services without cause or in case of any breach of the Terms by the User. In addition, termination of any or part of any Services shall not impact provision of other services or other business arrangements or agreements which the User may have entered into with Biomandii.

4. ELIGIBILITY

5. The Platform is available for use and access to Users who can form legally binding contracts under Indian Contract Act, 1872. For the purposes of these Terms, the term 'persons' shall mean any sole proprietor, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or any other body corporate duly incorporated under the laws of India.

User must not use the Platform and its Services for their personal use and the Platform shall be used by the User only for their business purposes.

6. USER ACCOUNTS AND VERIFICATION OF ACCOUNT

1. User must be registered on the Platform to access or avail the Services for its commercial purposes. You agree and acknowledge that you will transact on the Platform only for your business purposes and not for personal use. Except with Biomandii's approval, one User may only register one account on the Platform. Biomandii may cancel

or terminate a User's account if Biomandii has reasons to suspect that the User has concurrently registered or controlled two or more accounts. Further, Biomandii may reject User's application, without assigning any reasons thereof, for registration for any other reason.

2. A set of user ID and OTP (One Time Password) / password is unique to a single account. Any action triggered on your user account on the Platform or by using the unique OTP will be deemed to have been authorised by you and with your express consent. You shall be solely responsible for maintaining the confidentiality and security of your user ID and password and for all activities that occur under your account. You agree that all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any terms & conditions or rules, subscribing to or making any payment for any Services, sending emails using the Platform or other communications) will be deemed to have been authorized by you.
3. When you access the Platform you are electronically communicating with Biomandii. Biomandii may communicate with you by e-mail, SMS, WhatsApp messages or messages through other modes of communication, phone call or by posting notices on the Platform or by sending in-app notifications or any other mode of communication. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages) in the above manner, from Biomandii with respect to your use of the Platform and it shall be deemed by your continued use of the Platform that you agree and consent to receive any communications from Biomandii.
4. While registering the User account on the Platform you will be required to furnish details about you and with respect to your business including without limitation, business name, GSTIN, PAN, TAN, Udyog Aadhar, address, phone number and/ or any other information that may be required by Biomandii to provide in relation to your business. You agree and acknowledge that we may directly or through a third-party service provider validate the information provided by you on the Platform. You agree to furnish additional information and provide documentary proof as may be requested by us, from time to time, for the purposes of verification of your user account information. If any information provided by you is found to be incorrect or misleading, Biomandii reserves its right to take appropriate steps as set forth under Clause 7 of these General Terms. For the purposes of verification of your account information, you agree that we may share your information with such third party service provider in accordance with the terms of the Privacy Policy. We reserve the right to seek additional information from you about you and your business, from time to time and you consent to provide such additional information to continue using the Platform.

7. USERS GENERALLY

1. You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc. available on or through the Platform (the **"Platform Content"**), and (b) you will not copy, reproduce, download, compile or otherwise use any Platform Content for the purposes of operating a business that competes with Biomandii, or otherwise commercially exploiting the Platform Content or systematic retrieval of Platform Content from the Platform to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes).
2. Biomandii may allow Users access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web sites. You are cautioned to read such third parties terms and conditions and/or privacy policies before using the Platform with respect to such content, products or services that you may avail. You acknowledge that Biomandii has no control over such third parties' web sites and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on such web sites.
3. You agree not to undertake any action which may undermine the integrity of Biomandii's feedback system.
4. You agree that the Services shall be availed by you only for commercial purposes that is for sale or purchase of products for further distribution or sale.
5. By posting or displaying any information, content or material (**"User Content"**) on the Platform or providing any User Content to Biomandii or our representative(s), you grant perpetual, worldwide, royalty-free, and sub-licensable license to Biomandii to display, transmit, distribute, reproduce, publish, translate, and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to the operation of the Platform, the provision of any Services and/or the business of the User. You confirm and warrant to Biomandii that you have all the rights, power and authority necessary to grant the above license.
6. User agrees, undertakes, and confirms that User's use of Platform shall be strictly governed by the following binding principles:
 1. User shall not host, display, upload, modify, publish, transmit, store, update or share any information which:
 1. belongs to another person and to which User does not have any right to;
 2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic,

libellous, invasive of another's privacy including bodily privacy, hateful, racially or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986 or otherwise inconsistent with or contrary to the laws in force;

3. is misleading in any way;
4. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
5. harasses or advocates harassment of another person;
6. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming" or messages using Biomandii's communication Platform;
7. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
8. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;
9. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
10. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
11. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
12. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
13. contains video, photographs, or images of another person (with a minor or an adult);

14. tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
15. engages in commercial activities and/or sales without prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Platform. Throughout this Terms of Use, Biomandii's prior written consent means a communication coming from Biomandii's Legal Department, specifically in response to your request, and specifically addressing the activity or conduct for which you seek authorization;
16. solicits gambling or engages in any gambling activity which, in sole discretion, believes is or could be construed as being illegal;
17. interferes with another user's use and enjoyment of the Platform or enjoyment of any similar Services;
18. refers to any website or URL that, in sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms;
19. harm minors in any way;
20. infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
21. violates any law for the time being in force;
22. deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
23. impersonate another person;
24. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancel-bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;

25. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
 26. shall not be false, inaccurate or misleading;
 27. shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
 28. shall not create liability for Biomandii or cause Biomandii to lose (in whole or in part) the Services of our internet service provider ("ISPs") or other suppliers.
 29. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.
2. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any content on the Platform, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any content on the Platform, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. Biomandii reserves its right to bar any such activity.
 3. You shall not make any defamatory or denigrating statement(s) about Biomandii, or our brand name or domain name used by Biomandii including the terms Biomandii, Biomandii.com, or otherwise act in any manner that might tarnish the reputation or standing, of Biomandii or Users on the Platform or otherwise tarnish or dilute any of Biomandii's trademarks, service marks, trading name, or the goodwill associated with them.
 4. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time.
 5. User shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the Services offered on or through the

Platform, by hacking, password "mining" or any other illegitimate means.

6. Unless expressly permitted, User shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. User shall not reverse look-up, trace or seek to trace any information on any other User or visitor to Platform, or any other User, including any account on the Platform not owned by User, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than User's own information, as provided for by the Platform.
7. Each User agrees to indemnify Biomandii, its affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from or in connection with: (i) your submission, posting or display of any User Content; (ii) from your use of the Platform or Services; (iii) from your breach of the Terms or breach of any applicable laws, including tax laws; (iv) any service availed by you from a third party service provider using any dispute inter-se Users; and/or (vi) your negligence or wilful misconduct.

7. Each User shall at all times, adhere to our Code of Conduct available at <https://Biomandii.com/pages/code-of-conduct/md>, while discharging its obligations under the Terms.

8. BREACHES AND SUSPENSION

1. If any User breaches any Terms, or if Biomandii has reasonable grounds to believe that a User is in breach of any Terms, or could subject Biomandii or its affiliates to liability, or is otherwise found inappropriate or unlawful in Biomandii's opinion, Biomandii shall have the right to take such disciplinary actions as it deems appropriate, including without limitation:
 1. suspending or terminating the User's account and any and all accounts determined to be related to such account by Biomandii in its discretion;
 2. blocking, restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service;
 3. removing any product listings or other User Content that the User has submitted, posted or displayed;
 4. withhold settlement of payments by Biomandii to the User;

5. any other corrective actions, discipline or penalties as Biomandii may deem necessary or appropriate in its sole discretion.
2. Biomandii does not pre-screen any content or information posted, published or transmitted on the Platform by the users and Biomandii is under no obligation to pre-screen any such content or information. However, Biomandii may at its discretion and/or in accordance with applicable law may voluntarily take down any content or information posted by you on the Platform and if Biomandii determines that any content or information is in violation of these Terms, Biomandii may remove such content or information from the Platform without notice. Such actions do not in any manner negate or dilute Biomandii's position as an intermediary or impose any liability on Biomandii with respect to content or information posted, published or transmitted by users on the Platform.
3. Notwithstanding anything contained herein these Terms, Biomandii may with or without notice and in its sole discretion be entitled to suspend, reduce visibility of the product listings, de-activate, or de-list any product listings or User's account for any reasons, including without limitation, economic constraints, operational difficulties, financial implications, usage behaviour of the User on the Platform, performance of the User on the Platform, etc.
4. In the event a User becomes inactive or if no transaction is noticed by Biomandii, in such a case Biomandii reserves its right to delist, deactivate or suspend a User's account in its sole discretion, with or without giving any notice to the User.
5. Biomandii reserves the right to cooperate fully with governmental authorities, private investigators, injured third parties in the investigation of any suspected criminal or civil wrongdoing and/or any third parties alleging a claim against you. Further, Biomandii may disclose the User's identity and contact information, if requested by any third party, government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action.
6. If it comes to the knowledge of Biomandii or Biomandii reasonably believes that any User has availed any Services to obtain any product/service for its personal use or consumption or for any purpose other than a commercial purpose, Biomandii shall have the right in its sole discretion, without intimation to the User, to take action such as but not limited to suspending or terminating the User's account and any and all accounts determined to be relation to such account.

9. TRANSACTIONS BETWEEN BUYER AND SELLER

1. Biomandii is merely a facilitator and is not and cannot be a party to or control in any manner any advertisement, exhibition, making available, offer to sell or transactions of sale or purchase on the Platform.

2. When a product is listed for sale on the Platform by a Seller, products sold to Buyer by the Seller will be governed by the bipartite contractual arrangement entered into directly between the Buyer and the Seller. Buyer agrees that Biomandii cannot and does not confirm each Seller's purported identity. Biomandii encourages Buyers to exercise discretion and caution while dealing with various Sellers.
3. User further acknowledges and undertakes that it shall use the Platform or Services only for its lawful business purposes. Buyer agrees to purchase the products from the Seller for further resale or commercial purpose.
4. For any Services, Biomandii does not represent either the Seller or the Buyer in specific transactions. Biomandii does not control and is not liable to or responsible for the quality, safety, suitability of products, lawfulness or availability of the products or services offered for sale on the Platform, or the ability of the Seller to complete a sale or the ability of Buyers to complete a purchase. Biomandii does not implicitly or explicitly support or endorse the sale or purchase of any products on the Platform. At no time shall any right, title or interest in the products sold through or displayed on the Platform vest with Biomandii nor shall Biomandii have any obligations or liabilities in respect of any transactions on the Platform.
5. Each User acknowledges that it is fully assuming the risks of conducting any purchase and sale transactions (hereinafter referred to as "**Transaction Risk**") in connection with using the Platform or Services, and that it is fully assuming the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to products or services that are the subject of transactions using the Platform. User acknowledges and undertakes that it is transacting on the Platform at its own risk and is using its best and prudent judgment before entering into any transactions through the Platform.
6. Biomandii shall neither be liable nor responsible for any actions or inactions of the User nor any breach of conditions, representations or warranties of the products and hereby expressly disclaims any and all responsibility and liability in that regard. Biomandii shall not mediate or resolve any dispute or disagreement between Buyer and the Seller of the products or any third party that is rendering services to you.
7. In the event that any User has a dispute with any party to a transaction such User agrees to release and indemnify Biomandii (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such transaction. This clause shall also apply to any services opted for by the User by accessing any link from Biomandii site to avail of any independent services related to the transaction of buy-sell conducted on the Platform from any third party.

8. We do not make any representations pertaining to the information, content, products included on or delivery of the products or otherwise made available to User and User acknowledges that we are only acting as an intermediary between the Buyer and the Seller. User hereby further agrees, acknowledges and confirms that we are not responsible in any way for the products purchased by the Buyer from the Seller and it is explicitly agreed by the User that we will not in any way, under any circumstances whatsoever, be responsible or held liable for products purchased by Buyer from the Seller and/or in relation to any issue and/or dispute thereof. User hereby further agrees, acknowledges and confirms that under the aforesaid circumstances Buyer's only recourse will be against the Seller and we will not be made a party to any such issue and/or dispute between the Seller and the Buyer.
9. The User(s) shall be solely responsible for obtaining all necessary third party licenses and permissions (if any required under applicable law) regarding the right and authority (if required under applicable laws) to re-sell, trade, re-distribute or export or offer to sell, trade the products or services and such sale, trade, distribution or export or offer does not violate any applicable laws.

10. LIMITATION OF LIABILITY AND INDEMNITY

1. To the maximum extent permitted by law, the Services provided by Biomandii on or through the Platform are provided "as is", "as available" and **"with all faults"**, and Biomandii hereby expressly disclaims any and all warranties, express or implied, including but not limited to, any warranties of condition, quality, durability, performance, accuracy, reliability, merchantability or fitness for a particular purpose. All such warranties, representations, conditions, and undertakings are hereby excluded.
2. To the maximum extent permitted by law, Biomandii makes no representations or warranties about the validity, accuracy, correctness, reliability, quality, stability, completeness or accurateness of any information provided on or through the Platform; Biomandii does not represent or warrant that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the platform does not violate any third party rights; and Biomandii makes no representations or warranties of any kind concerning any product or service offered or displayed on the platform. Except as provided herein, to the fullest extent permissible by applicable law, the aggregate liability of Biomandii for any claims that may arise in connection with these terms shall not exceed an amount of INR 1000/-.
3. Under no circumstances will Biomandii be liable for any consequential, incidental, special, exemplary or punitive damages, including but not limited to any lost profits that result from your purchase of any

products on platform or any services availed, even if Biomandii has been advised of the possibility of such damages.

11. FORCE MAJEURE

1. Under no circumstances shall Biomandii be held liable for any losses, delay or failure or disruption of the content or services delivered through the Platform resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, epidemics, pandemics, curfews, lock-down, orders of domestic or foreign courts or tribunals or non-performance of third parties.

12. INTELLECTUAL PROPERTY RIGHTS

1. Biomandii is the sole owner or lawful licensee of all the rights and interests in the Platform and the Platform Content. All title, ownership and intellectual property rights in the Platform and Platform Content shall remain with Biomandii or licensors of the Platform Content, as the case may be. All rights not otherwise claimed under the Terms or by Biomandii are hereby reserved.
2. "Biomandii" and any other related icons and logos are registered trademarks of Simple Elegant Solutions Private Limited, in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.
3. Biomandii may, at its sole discretion, permit the User(s) of the Platform, in writing, to use "Biomandii" and any other related icons and logos for indicative purposes in the form and manner and terms and conditions as maybe agreed by Biomandii.
4. All text, graphics, photographs, trademarks, logos, and artwork available or accessible on the Platform are third party user generated content and Biomandii has no control over such third-party user generated content as Biomandii is merely an intermediary for the purposes of these Terms.
5. You shall be solely responsible for any content or information posted or transmitted on the Platform and shall indemnify Biomandii against any claim or liability arising from any content or information posted or transmitted by You on the Platform. Any content or information such as but not limited to images, text, videos posted or transmitted on the Platform shall be licenced to Biomandii by the User uploading such content and Biomandii shall have the worldwide, fully paid-up, perpetual and transferable licence in such content or information for the purposes of its use on the Platform and for any purposes Biomandii deems fit. You shall not be entitled to any payment or compensation for any usage of the content by Biomandii.

13. NOTICES

1. All legal notices or demands to or upon Biomandii shall be made in writing and sent to Biomandii personally, by courier, certified mail, or facsimile to the following entity and address: SMT. PRABHABATI DAS, C/O. UTPAL DAS, NR. DEB BHANDAR, NETAJI PALLY, SILIGURI, Darjeeling, West Bengal, India 734301 Attn: Legal Department. The notices shall be effective when they are received by Biomandii in any of the above-mentioned manner.
2. All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to Biomandii, or SMS, WhatsApp messages, or in-app notifications, or by posting such notice or demand on an area of the Platform that is publicly accessible without a charge or through such other mode of communication as Biomandii may deem fit in its discretion. Notice to a User shall be deemed to be received by such User if and when, a) Biomandii is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or b) immediately upon Biomandii posting such notice on an area of the Platform that is accessible by the User or publicly accessible without charge.

14. MISCELLANEOUS PROVISIONS

1. Unless otherwise communicated to you by Biomandii, the Terms (including its sections as may be applicable to the Seller or Buyer) constitute the entire agreement between User and Biomandii and govern the User's use of the Platform and any of the Services. The Terms shall supersede any prior written or oral agreements that you may have had in relation to the use of the Platform and any of the Services.
2. Unless stated otherwise, we will be your one stop solution for all the services (except credit) on the Platform with effect from 00:00 hours on 1st April 2023 ("**Cut-Off Date**"), and any new transactions on the Platform shall be governed by these Terms. It is clarified that, any transaction made by you on the Platform before the Cut-Off Date shall be governed by your arrangements with the relevant parties (i.e., third party service providers) as existing prior to the Cut Off Date. The erstwhile terms of use are available here.
3. Biomandii and User are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by the Terms. The relationship between you and us is one of independent contractors, and nothing contained in these Terms will be construed to (a) give either party the power to direct and control the day-to-day activities of the other, (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (c) allow you to create or assume any obligation on our behalf for any purpose whatsoever.

4. If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.
5. Biomandii's failure to enforce any right or failure to act with respect to any breach by User under the Terms will not constitute a waiver of that right nor a waiver of Biomandii's right to act with respect to subsequent or similar breaches.
6. Biomandii shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of Biomandii). User may not assign, in whole or part, the Terms to any third party or person.
7. The Terms shall be governed by the laws of India and the parties to the Terms agree to submit to the exclusive jurisdiction of the courts of Delhi NCT, India.

15. GRIEVANCE MECHANISM

16. The User may submit any grievance with respect to the Platform or the Services, including with respect to any abuse on the Platform and/or any discrepancies or grievances with respect to processing of information to the Grievance Officer at the contact details mentioned in 14(B). We will endeavour to resolve your grievances and concerns within timelines as mentioned under applicable.

GRIEVANCE OFFICER

Ayush Shukla

Grievance Officer, Simple Elegant Solutions Private Limited,
SMT. PRABHABATI DAS, C/O. UTPAL DAS,

NR. DEB BHANDAR, NETAJI PALLY, SILIGURI,

Darjeeling, West Bengal, India 734301

Phone: +91-6263138984

Email: grievance-officer@Biomandii.com

Time: Mon - Sat (10:00 AM - 07:00 PM)

2.

BUYER TERMS

The provisions of this section II shall be applicable only to Buyer(s). These Buyer Terms shall be read in conjunction with the General Terms and in the event of any conflict between the General Terms and Buyer Terms, the provisions of Buyer Terms shall supersede and prevail.

1. DEFINITIONS

2. For the purposes of this Section, the following capitalised terms shall have the following meaning:

1. **"Buyer"** shall have the meaning as ascribed under the General Terms. For the ease of reference, the terms 'you', 'your' under this section have also been used to refer to the Buyer.
2. **"Consignee"** shall mean the Buyer or any person named in the Delivery Note or any of his/her representatives that takes the delivery of Shipment being transported.
3. **"Dangerous Goods"** includes products that are or may become of a dangerous, hazardous, inflammable, radioactive, or damaging nature, products liable to taint or affect other products and products likely to harbor or encourage vermin or other pests.
4. **"Delivery Note"** shall mean the waybill containing the essential information (as determined by us on our sole discretion) required for the performance of the logistics services, including name, delivery address and contact number (if applicable) of the Buyer or the designated recipient of the Shipment, description of the contents of the Shipment (if applicable) and COD details (if applicable).
5. **"Logistics Services"** means the shipping, delivery, including cash on delivery ("**COD**") and other allied services provided by us to you pursuant to these Buyer Terms.
6. **"Order(s)"** shall mean order placed by Buyer for purchasing Products from the Seller on the Platform.
7. **"Order Detail(s)"** shall mean the details relating to the Order, including without limitation, the description of Products, details of the Seller and the Buyer, date of order placement, total amount payable by the Buyer, delivery date, mode of payment, unique order number (AWB number) etc.
8. **"Product(s)"** shall mean goods of any categories (other than Dangerous Goods).
9. **"Shipment(s) / Consignment(s)"** means all Products (excluding documents) that travel under one Delivery Note and which may be carried by any means we choose in our discretion, including air, road or any other carrier.

3. BUYER'S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES

1. You represent, warrant and agree that:
 1. you are a lawfully incorporated business entity and are fully able and competent to understand and agree to the Terms;

2. you have full power and authority to accept the Terms, to grant the license and authorization (if applicable) and to perform the obligations hereunder;
 3. you will use the Platform and Services for business purposes only;
 4. you will not use or access the Platform for your personal purposes and any Products that you purchase shall be for commercial purposes and not for personal consumption;
 5. the address you provide when registering your account on the Platform is the Buyer place of business of your business entity;
 6. your business is validly existing and incorporated / established as per the provisions of applicable laws;
 7. you shall comply with all applicable laws while using and accessing the Platform;
 8. you and Products or services provided by you on the Platform (if any) comply with applicable laws;
 9. you shall be solely responsible for obtaining all necessary third party licenses and permissions (if any required) regarding any User Content that you submit, post or display;
 10. any User Content that Buyer submits, posts or displays does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party.
2. Buyer will be required to provide information or material about Buyer's entity, its business, services or products as part of the registration process on the Platform or your use of any Service or the Buyer account and such information may be required to be furnished by Biomandii from time to time. Buyer represents, warrants and agrees that:
 1. such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Platform or any Services is true, accurate, current and complete; and
 2. Buyer will maintain and promptly amend all information and material to keep it true, accurate, current and complete.
 3. Buyer may be required to promptly furnish additional documents or information as and when requested by Biomandii to continue using and accessing the Platform and availing the Services. Buyer agrees to promptly provide such additional documents and information, failing Biomandii reserves its right to take appropriate measures as set out under Clause 7 (Breaches and Suspension) of the General Terms.
 4. Buyer consents to the inclusion of the contact information about Buyer in Biomandii's database and usage of the same as per Biomandii's privacy policy.
 5. **PAYMENTS BY BUYERS**

1. Upon placing the Order on Platform, Buyer can opt to make payment for the Products purchased by using any of the modes of payment made available by us on the Platform, from time to time. However, it is pertinent to note and is hereby clarified that if the Buyer opts to make payments through any such mode made available by us or any third-party engaged by us for this purpose then we or the third-party engaged by us for the same shall only act in a fiduciary capacity.
2. At the time of placing the Order to purchase Products from Seller on Platform, we may in our sole discretion require Buyer to pay a token amount equivalent to a certain percentage of the value of the Product(s) purchased from the Seller ("**Token Amount**"). Such Token Amount payable by the Buyer shall in no event exceed the transaction amount for an Order. The Token Amount shall be non-interest bearing and shall be held in trust by us. This Token Amount shall be adjusted from payment received from the Buyer against the order delivered. In the event of any cancellation of the Order by the Buyer, once the order has been marked 'ready to ship' or is marked as Undelivered Shipment as defined under the [Undelivered Shipment Policy](#) by the Seller, we may in our sole discretion either:
 1. Deduct a 'Cancellation Penalty Fee' and refund the remaining Token Amount to the Buyer; or
 2. forfeit the Token Amount as Cancellation Penalty;
3. You agree and acknowledge that our decision in this regard shall be final and binding. If you do not agree to the above, you may choose not to transact on the Platform. If you continue to transact on the Platform, it shall be deemed that you have agreed and accepted the above terms.
4. Buyer acknowledges that it is solely responsible for the transactions / payments made to the Seller for the Products purchased by the Buyer. Buyer acknowledges and agrees that we are acting merely as a payment collector and shall take no responsibility as to the legality of any payment transaction between the Seller and the Buyer. We do not have any obligation, responsibility or liability to verify any transactions authenticated and/or authorised by the Buyer or its payment instructions.
5. In case the Buyer chooses to make the payments to the Seller via post-dated cheques (if applicable), the Buyer shall ensure that such post-dated cheques are duly filled and are in the name of the Seller. If such post-dated cheques are returned by the Seller due to incorrect information including but not limited to incorrect amount or incorrect date mentioned on the cheque or any other reason whatsoever, in such cases, the Buyer, upon

our request, shall replace such post-dated cheques with duly filled new post-dated cheques or make the payment in such other mode as may be communicated to the Buyer, as per the discretion of the Seller and/or Biomandii. It is further clarified that in case the Buyer on our request, fails to replace the post-dated cheques with duly filled new post-dated cheques or fails to make the payment in a timely manner, the Seller shall reserve the right to take legal action against the Buyer. Further, Biomandii shall have the right in its sole discretion, without intimation to the User, to take action such as but not limited to suspending or terminating the User's account and any and all accounts determined to be relation to such account. The Buyer shall fully indemnify Biomandii against all claims, actions, proceedings and demands including any suits, claims, disputes or such differences that are brought against Biomandii for such failure.

6. Buyer acknowledges and agrees that we are acting merely as a payment collector, solely in a fiduciary capacity, and shall take no responsibility as to the legality of such post-dated cheques. In our capacity as a payment collector, for the collection of post-dated cheques, we may charge an administrative fee. Such fee shall be subject to applicable taxes.
7. We further reserve the right to discontinue the provision of the facility of post-dated cheque collection, as per our discretion and without any prior intimation.
8. We will transmit the payments for the Orders received from the Buyer in the manner as set forth under the settlement process of Seller Terms. You hereby agree to be bound by the applicable provisions of the Seller Terms in this regard and agree not to raise any dispute with respect to the manner of settlement by Biomandii.
9. You hereby consent and agree to comply with guidelines, instructions, requests, etc., as maybe made by us or third party banks or financial institutions, as the case may be or a payment system provider from time to time, in relation to making payments on the Platform.
10. Buyer hereby acknowledges and agrees that we shall not be liable for failure of any transaction undertaken on Platform for any reason whatsoever including but not limited to non-performance or omission or commission on the part of Seller, deficiency of service and/or Products delivered, technical errors on the Platform. You further acknowledge that we shall not be responsible, in any manner whatsoever, for any loss incurred by you for a failed / incomplete transaction undertaken by you on the Platform.

11. In case of an occurrence of a chargeback event, we reserve our right to withhold the settlements to Seller, pending enquiries by the banks or any regulatory body till the resolution of such issues.
12. Buyer shall comply with all the applicable regulations/ laws in relation to cash transaction as stipulated under the applicable tax laws.
13. Any refunds shall be subject to the Return Shipments Policy and Undelivered Shipment Policy. Refunds shall be processed in the same manner as they are received. Refund amount will reflect in the Buyer's bank account based on respective banks policies.
14. If you avail service from any third party service provider using the Platform, upon receipt of instruction from such third party service provider, you agree and authorise us to remit and settle such collected payments (after deduction of our fees (if any) and any other charges or taxes applicable under tax laws) to the designated bank account of the third party service provider within such timelines as mentioned in the settlement process of Seller Terms. You agree and acknowledge that no separate authorisation will be required by us to collect and transfer payment to such third-party service provider.

6. LOGISTICS SERVICES

1. We reserve the right to engage the services of third-party service providers to provide the Logistics Services to you. It is hereby clarified that so far as the collection of payments are concerned, such third party shall act in a fiduciary capacity solely for the purposes of collection of payment from you.
2. Upon receipt of order for Logistics Services from you, we shall pick up the Shipment from the location as communicated to us by the Seller and deliver the same to the location as designated by you. You agree that the title and risk in the Shipment shall pass onto you at the time the Shipment is picked up by us.
3. Upon receipt of Shipment from the Seller, we will use our best endeavours to deliver the Shipment(s) to the Consignee to the delivery address and designated recipient in the Delivery Note. For the avoidance of doubt, the designated recipient may not be the Buyer. We will not verify the identification of the person receiving the Shipment at the designated delivery address, however, we will obtain the signature of recipient of the Shipment on the Delivery Note. The Buyer hereby authorises us to contact the Buyer, at any given point of time, by way of calls or SMS or any other method of messaging (Example: WhatsApp) for transactional purposes including but not limited to order confirmations and/or delivering the Order(s).

4. At the time of placing the Order, if the Buyer chooses the option, pay 'cash on delivery', we will collect the amount pertaining to the Order at the time of delivery of the Products to the Consignee. The cash collected against the Order at the time of delivery of the Shipment where cash on delivery option is chosen by the Buyer or where the amount against the Order is pre-paid by the Buyer shall be settled and remitted to the Seller in accordance with the settlement process as set out in the Seller Terms. It is further clarified that if such payments are collected by a third-party service provider, then such third party shall act in a fiduciary capacity solely for the purposes of collection of payment from you.
5. Shipment which contain Dangerous Goods or such goods that are expressly prohibited by the railway/airport authority or any other transport agency or government authority or any other law or regulation that may be applicable, shall not be accepted by us for delivery.
6. Shipment addressed to a post box number or with incomplete address will not be delivered by us and the same will be rejected by us.
7. We reserve our right to weigh and measure the Shipment at our own weighing centers and in the event of any discrepancy, additional charges may be levied on the Shipment. Any decision by us with respect to any inaccuracy in the information or discrepancy in weight shall be final and you hereby authorize us to determine the accurate weight on your behalf.
8. We shall not be liable for any loss arising due to confiscation of Shipments by any government agencies due to lack of proper documents or inaccurate information provided to us.
9. Consignee(s) are required to behave properly with the pickup and delivery associates of Biomandii. Any misbehaviour, unprofessional conduct, verbal and physical abuse is prohibited and will be considered as a violation of these Terms. Biomandii reserves the right to suspend your use or access to the Platform in its sole discretion if deemed that a Buyer is in violation of this clause.
10. Shipments shall be delivered on 'as is' basis and unless agreed otherwise, we are under no obligation to inspect the contents of the Shipment. However, we may, in our sole discretion, at any time and without notice to you, inspect the contents of Shipment to ensure compliance to these Terms.
11. We do not provide any open box delivery for any of the Shipments.
12. Every effort will be made to adhere to the delivery schedule, however, the Shipment may be delayed due to circumstances

beyond our reasonable control or due to any force majeure event.

13. If the performance of our obligations, in our reasonable opinion is or is likely to be affected by any hindrance, risk, delay, difficulty, or disadvantage whatsoever and which cannot be avoided by our reasonable endeavours, we may, on giving notice in writing to you or without notice where it is not reasonably possible to give such notice, place the Shipment or any part of them at any place which we may deem safe and convenient. We may in our sole discretion charge additional costs of carriage to, and delivery and keep at, such place and all other expenses incurred by us in this regard and such additional costs will be as displayed on the Platform.
14. If you avail shipping and delivery services directly from the Seller, you agree that such provision of service shall be governed by way of a separate arrangement between you and the Seller. You agree not to hold us liable in any manner whatsoever for any deficiency in provision of such shipping and delivery services by the Seller and we disclaim all liabilities in this regard.

7. UNDELIVERED SHIPMENT

8. You acknowledge that a delivery failure may occur for various reasons, as set out under the Undelivered Shipment Policy. In relation to the Undelivered Shipments (as defined under the Undelivered Shipment Policy), you agree to be bound by the provisions of the Undelivered Shipment Policy which can be accessed [here](#).

RETURNS

9. In case of any Return Request (as defined under the Return Shipments Policy), you agree to be bound by the provisions of the Return Shipments Policy which can be accessed [here](#).

LIEN

10. We shall have a general and particular lien on the goods and other contents of Shipments and all documents relating thereto in an event of the default by you in the payment of sums of whatever nature due and payable by you to us including, without limitation, charge for attending, co-operating, reporting, fumigating, devanning, restoring,

storing or reconditioning and/or all expenses incurred for the benefit or protection of the Shipments, and also for any payments, duties, fines or other expenses including but not limited to interest and legal costs and expenses, due at any time to us from you. If any amount due and payable by you to us is not paid, upon the giving of fifteen (15) calendar days prior written notice, we may, at our absolute discretion and without notice, suspend or cease providing all or any part of the Logistics Services without any liability whatsoever to you or any third party and, at our absolute discretion, may proceed to sell the Shipments in the manner which we may deem fit. Our rights are reserved for any shortfall subsequent to the disposal of the Shipments.

FEES AND CHARGES

1. We will charge the Buyer for providing Logistics Services and unless otherwise stated, all such charges shall be exclusive of Goods and Service Tax. The charges payable for availing the Logistics Services will be displayed in the Rate Card section of the Platform and the same may be modified or amended, from time to time, solely in our discretion without any notice thereof. It shall be Buyer's duty to routinely check on such charges. In the event the Buyer continues to avail the Logistics Services from us, it shall be deemed that the Buyer agrees to such change in charges.
2. Any taxes, duties, or levies applicable on entry or any other charges levied by any central/state/local authorities wherever applicable shall be extra and Buyer will be liable to pay the same.
3. The charges shall be subject to applicable taxes, as per prevailing applicable laws. Buyer shall deduct income tax as applicable against the amounts payable to Biomandii if required by applicable law, except to the extent where Biomandii submits a nil/reduced withholding certificate. Buyer shall remit the withholding taxes to the relevant tax authorities and enable Biomandii to claim a tax credit by providing an appropriate and timely certificate of withholding as stipulated under the applicable law.
4. For any additional services availed by the Buyer from Biomandii, Biomandii will charge additional charges for any such additional services. Biomandii may enter into a separate bi-partite contractual arrangement with the Buyer for

provisioning of such additional services to the Buyer.
Biomandii reserves its right to levy penalty or late payment charges in case of delay by the Buyer in clearing any dues payable to Biomandii

11. **LIMITATION OF LIABILITY AND INDEMNITY**

12. We shall not have any liability whatsoever for any claims arising from:
- (a) any of your acts or omissions; (b) compliance with the instructions given by you or any person acting on your behalf; (c) an act or order of any government authority; (d) the insufficiency of the packing or labelling of Shipment; (e) the nature, description, or contents of the Shipment; (f) any force majeure event; (g) any cause which we could not avoid and the consequences whereof we could not prevent by the exercise of reasonable diligence; and/or (h) any dispute or claims between the Seller and the Buyer including without limitation relating to the Shipment or Products hereunder.

CUSTOMER ACQUISITION PROGRAM

4. Biomandii is running a customer acquisition program for Buyers to service Biomandii's customers in locations where Biomandii is unserviceable for certain additional benefits ("**Customer Acquisition Program**"). All Buyers who are interested in to be a part of this Customer Acquisition Program should contact its respective field executives. The selection of Buyers for the Customer Acquisition Program shall be basis the qualification to the terms and conditions introduced by Biomandii in this regard from time to time.

SELLER TERMS

The provision of this Section III shall be applicable only to a Seller(s). These Seller Terms shall be read in conjunction with the General Terms and in the event of any conflict between the General Terms and Seller Terms, the terms of Seller Terms shall supersede and prevail.

1. **DEFINITIONS**

2. For the purposes of this Section, the following capitalised terms shall have the following meaning:
- 1. "**Dangerous Goods**" includes products that are or may become of a dangerous, hazardous, inflammable, radioactive, or damaging nature, products liable to taint or affect other products and products likely to harbor or encourage vermin or other pests.

2. **"Delivery Note"** shall mean the waybill containing the essential information (as determined by us on our sole discretion) required for the performance of the logistics services, including name, delivery address and contact number (if applicable) of the Buyer or the designated recipient of the Shipment, description of the contents of the Shipment (if applicable) and COD details (if applicable).
3. **"Order(s)"** shall mean order placed by Buyer for purchasing Products from the Seller on the Platform.
4. **"Payment and Settlement Services"** shall mean remittance and settlement of any and all payments collected by Biomandii from the Buyer or third party paying on behalf of the Buyer, pursuant to an order placed by a Buyer on the Platform, to the designated bank accounts of the Seller or any third party upon receipt of instructions from the Seller.
5. **"Product(s)"** shall mean goods of any categories (other than Dangerous Goods).
6. **"Sales and Distribution Support Services" or "S&D Services"** shall mean to include the Standard Platform Services, Payment and Settlement Services, Standard Warehousing Services, goods handling services and other allied services that may be provided by Biomandii to support supply chain.
7. **"Seller"** shall have the meaning ascribed to it under the General Terms. For the ease of reference, the terms 'you', 'your' under this section have also been used to refer to the Seller.
8. **"Shipment(s) / Consignment(s)"** means all products (excluding documents) that travel under one Delivery Note and which may be carried by any means we choose in our discretion, including air, road or any other carrier.
9. **"Standard Platform Services"** shall mean the use and access of the Platform by the Seller, which includes but not limited to creation, display and updating of product listings and subsequent sale transaction by the Seller to the Buyer, in accordance with these Seller Terms and General Terms.
10. **"Standard Warehousing Services"** shall include but not be limited to: (a) arranging for the storage of Products of the Seller; (b) handling Products of the Seller at warehouse(s); (c) tertiary packaging of the Products for ease of handling, transportation, and temporary storage of the Products to be shipped to Buyer; (d) performing the administrative task of printing invoices for the Seller; (d) other ancillary services as may be mutually agreed between Biomandii and the Seller; and/or (e) special access to fulfil Orders from own source.
3. **"TPID"** shall mean tampering proof identifier (TPID), affixed on the Shipment.
4. **SELLER'S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

1. You represent, warrant and agree that:
 1. you are a lawfully incorporated business entity and are fully able and competent to understand and agree to the Terms;
 2. you have full power and authority to accept the Terms, to grant the license and authorization (if applicable) and to perform the obligations hereunder;
 3. you shall use the Platform and Services for business purposes only;
 4. you will not use or access the Platform for your personal purposes and any Products that you may sell are for commercial purposes and not for personal consumption;
 5. the address you provide when registering your account on the Platform is the Seller place of business of your business entity;
 6. your business is validly existing and incorporated / established as per the provisions of applicable laws;
 7. you shall comply with all applicable laws while using and accessing the Platform;
 8. you and Products or services provided by you on the Platform (if any) comply with applicable laws;
 9. you shall be solely responsible for obtaining all necessary third party licenses and permissions (if any required) regarding any User Content that you submit, post or display;
 10. any User Content that Seller submits, posts or displays does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ("**Third Party Rights**");
11. you have the right and authority (if required under applicable laws) to sell, trade, distribute or export or offer to sell, trade, distribute or export the Products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights;
 12. the description and particulars of the Consignment (including but not limited to the weight, content, measure, quality, condition, marks, numbers, and value) are complete and accurate with all laws, regulations, and requirements that may be applicable;
 13. all information provided by you or person acting on your behalf relating to the Shipment(s) are complete and accurate;
 14. the Shipment(s) are properly and sufficiently prepared, packed, stowed, labelled, and/or marked;

15. the Shipment(s) are packed in a manner adequate to withstand normal handling or storing while transporting;
 16. the Shipment(s) are in compliance with all laws, regulations, and requirements as may be applicable.
2. Seller will be required to provide information or material about Seller's entity, its business or Products/services as part of the registration process on the Platform or your use of any Service or the Seller account. Seller represents, warrants and agrees that:
 1. such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Platform or Service is true, accurate, current and complete; and
 2. Seller will maintain and promptly amend all information and material to keep it true, accurate, current and complete.
3. Seller may be required to furnish additional documents or information about products/ services that the Seller may offer for sale on the Platform in order to authenticate that the Products offered for sale are genuine and authentic and do not infringe intellectual property rights or proprietary rights of any third party. Seller agrees to promptly provide such additional documents and information, failing Biomandii reserves its right to take appropriate measures as set out under Clause 7 of the General Terms.
4. Seller consents to the inclusion of the contact information about Seller in Biomandii's database and usage of the same as per Privacy Policy.
5. Seller shall comply with the packaging guidelines as communicated to the Seller by Biomandii from time to time. The said packaging guidelines can be accessed [here](#).
6. For delivery of Shipments, Seller hereby authorizes us to carry out the administrative task of printing Delivery Note containing information with respect to Shipment on its behalf. The Seller agrees to be solely responsible for any discrepancy or error in the details mentioned on such Delivery Note and agrees to indemnify us against any such losses or claims.
7. Seller shall ensure that the Consignment does not contain any letter of communication which will infringe the Indian Postal Act, 1983 or any other applicable laws. We accept Consignment in good faith that the Consignment do not contain anything which will infringe or be in violation of any applicable laws.

8. If more than one Consignment is booked to the same Buyer, Seller must ensure that the full address of the Buyer is written on all the Consignments.
9. Seller shall not enclose cash, digital currency, high value gift articles, share certificates, travel documents, Dangerous Goods, explosives, firearms, cattle, or any other product that is prohibited by applicable laws, in the Shipment. If Dangerous Goods or any goods that are prohibited by applicable laws are found in the Shipment which constitute a risk to other goods, property, life or health, such Shipment may without notice be destroyed or otherwise dealt with at our sole discretion and at your risk and expense. In this regard, you shall, at all times, fully indemnify us and hold us harmless against all penalties, claims, damages, losses, costs and expenses (including but not limited to legal expenses) whatsoever arising in connection with any such Products.
10. Seller shall be solely responsible to declare the accurate value of the Consignment.
11. Seller shall ensure that all the Consignments are provided to us before the specified cut-off-time specified by us for on time delivery with all the proper documents (in accordance with applicable laws including but not limited to applicable central, state, integrated, or Union Territory goods & services tax laws (GST)) required to ship the Shipments. GST on the Products contained in Shipments and all applicable statutory tax compliances shall be your sole responsibility and we shall not be responsible for any losses, damages resulting from any such non-compliances.
12. Seller shall be solely responsible to ensure that the Consignment is handed over to us within the time slots allotted to Seller by us. If Seller does not handover the Shipment within the time slot allotted, then Seller shall be charged extra for second attempt being made by us to take the Shipment. Such charges will be as displayed on the Platform.
13. Sellers are required to behave professionally with the pickup and delivery associates of Biomandii. Any misbehavior, unprofessional conduct, verbal and physical abuse is prohibited and will be considered as a violation of these Terms. Biomandii reserves the right to remove selling privileges in its sole discretion if deemed that a Seller is in violation of this clause.
14. Seller hereby expressly authorise us and/ or our third party service providers to undertake insurances for safe keeping of Products in the warehouses and during transit of Products, as the case may be, and claim insurance from the relevant insurance company in the event of loss or damage of Products

while in its custody (including transit). Seller shall have no objection to the payment of claims to us and/or our third party service providers in the event of a loss.

15. Seller shall be solely responsible to raise invoices directly on the Buyer for Products sold by the Seller to the Buyer. In the event any penalty is levied by any governmental or regulatory authority on us due to Seller's non-compliance of applicable laws, including without limitation, non-availability of invoices with the Consignments etc., Seller agrees to indemnify us, in this regard for all costs, losses, liabilities, penalties or expenses that we may have to incur. We shall not assume any liability for Seller's failure to comply with this clause.
16. In addition to these Terms, the Seller agrees to be bound by the terms of the Undelivered Shipment Policy and Return Shipments Policy, as may be amended from time to time, in case of any undelivered Shipment and return of Shipment respectively.

5. AUDITS

1. We may in our sole discretion conduct random audits of the Shipments handed over to us for onward delivery to the Consignee or Products that are stored in the warehouse by the Seller to ensure Seller's adherence to these Terms. Without prejudice to other rights available to us under these Terms or under applicable laws, if it is found or if we believe in our reasonable opinion that the Shipment or Products do not comply with applicable laws and/or do not comply with the packaging guidelines as communicated by us from time to time, we may in our sole discretion levy penalty charges, as communicated to you, from time to time or take such other actions against you as listed under sub clause (ii) below.
2. We may in our sole discretion be entitled to do either one or more of the following;
 1. issue a warning letter to the Seller;
 2. for any non-compliance from your side and/or any loss incurred by us in relation to non-inclusion of hard copy of invoice in the shipment, an amount which is the higher of (a) INR 1000/- (Rupees One Thousand only), or (b) an amount equal to the total invoice value of the audited Shipment , or (c) any other amount as specified under applicable law, shall be levied on the Seller for every such non-compliance;
 3. for any non-compliance other than as specified in Clause 3(ii)(b) above, an amount which is the higher of (a) 2 (two) times the value of the Product for which the non-compliance is being identified, or (b) an amount

equivalent to the total invoice value, shall be levied on the Seller for every such non-compliance;

4. deactivate or suspend a Seller's account on the Platform, with or without giving any notice to the Seller; and/or
5. such other action which we may deem fit in our sole discretion

6. FEES AND CHARGES FOR S&D SERVICES

1. In consideration of the S&D Services provided by Biomandii to the Seller, the Seller will be required to pay a fee (referred to as **"Sales and Distribution Support Services Fee"** or **"S&D Fee"**) to Biomandii. It is hereby clarified that the S&D Fee shall be calculated on the total invoice value of the Order.
2. The applicable Sales and Distribution Support Services Fee shall be as communicated by Biomandii to the Seller(s), from time to time, via the Platform or through such other mode of communication as may be determined by Biomandii in its sole discretion. It shall be the Seller's responsibility to routinely check on such Sales and Distribution Support Services Fee. In the event you continue to use the Platform, it shall be deemed that you have agreed to such change in the Sales and Distribution Support Services Fee.
3. Biomandii shall issue the invoice for Sales and Distribution Support Services Fee on the Seller, and the Seller shall make payment of the same to Biomandii. Seller agrees that the Seller alone shall be responsible for ensuring that Sales and Distribution Support Services Fee is paid to Biomandii. Seller authorizes Biomandii to adjust and set off such Sales and Distribution Support Services Fee from the amount collected or received by Biomandii from the Buyer in accordance with the settlement process set out under the Payment and Settlement Services.
4. The Sales and Distribution Support Services Fee shall be subject to applicable taxes, as per prevailing applicable laws. Seller shall deduct income tax as applicable against the amounts payable to Biomandii if required by applicable law, except to the extent where Biomandii submits a nil/reduced withholding certificate. Seller shall remit the withholding taxes to the relevant tax authorities and enable Biomandii to claim a tax credit by providing an appropriate and timely certificate of withholding as stipulated under the applicable law.
5. Biomandii will charge additional charges from the Seller for providing any additional services or services that are not covered under the S&D Services. Biomandii shall be entitled to recover/ deduct such additional charges from the amount collected or received by Biomandii from the Buyer and Seller

hereby authorises Biomandii to adjust the charges from the receivable that are due and payable to Seller by Biomandii. Such settlement will be done as per the settlement clause set forth under the Payment and Settlement Services. If required by Biomandii, Biomandii may enter into a separate arrangement with the Seller to provide such additional services to the Seller.

6. Biomandii reserves its right to levy penalty or late payment charges in case of delay by the Seller in clearing any dues payable to Biomandii and/or charge cancellation charges for any cancellation of Orders by Seller. Seller authorises Biomandii to adjust / deduct such penalty amount, late payment charges or cancellation charges from the receivables that are due and payable by Biomandii to Seller. Such settlement will be done in accordance with the settlement process set out in the Payment and Settlement Services herein.

7. S&D SERVICES

1. Standard Platform Services

1. You are allowed to list Products(s) for sale on the Platform subject to your compliance with these Seller Terms. You must be legally able to sell the Products(s) you list for sale on the Platform.
2. You must ensure that the listed product(s) do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics and pictures that describe your product for sale.
3. All listed product(s) must be listed in an appropriate category on the Platform. All listed Products must be kept in stock for successful fulfilment of sales. You agree to adhere to the listing guidelines that may be communicated to you by Biomandii, from time to time.
4. The listing description of the product must not be misleading and must describe actual details and condition of the product. If the product description does not match the actual condition of the product, you agree to refund any amounts that you may have received from the Buyer.
5. You represent, warrant and agree that you will avail the Services of the Platform only for the business and commercial purposes and will not use the Platform for availing and products/services for personal use or consumption. The Products offered or sold by you to the Buyer through the Platform shall only be used by

the Buyer for resale or commercial purpose and shall not be for the purposes of personal use or consumption by the Buyer.

2. **Standard Warehousing Services**

1. Upon receipt of request from the Seller, Biomandii may provide Standard Warehousing Services. Biomandii may, at its discretion, sub-contract all or part of these Standard Warehousing Services, and/ or shall have the right to use or engage the services of any third party services provider(s), sub-contractor(s) or agent(s) on such terms as Biomandii may deem appropriate, however, Biomandii shall remain liable to the Seller for the performance of its obligations to provide Standard Warehousing Services under these Terms.
2. Biomandii shall take all commercially reasonable security precautions to protect the Products against loss by theft, or any other damage. Seller hereby expressly authorizes Biomandii and/ or its third-party service providers to undertake insurances for safe keeping of Products in the warehouse and claim insurance from the relevant insurance company in the event of loss or damage of Products while in its custody (including in transit). The Seller agrees that it shall have no objection to the payment of claims by the relevant insurance company to Biomandii and/or its third-party service providers in the event of a loss.
3. Biomandii shall not be responsible for the Products that are found to be damaged and/ or not in compliance with the packaging guidelines and instructions communicated by Biomandii from time to time, at the time of handing over or delivery to the warehouse(s) location, as the case may be. Biomandii reserves its right to reject acceptance of such damaged Products and return the Products within such time and in the manner as per its warehouse Return Shipments Policy.
4. Upon receipt of Orders by the Seller and for onward delivery of Products to the Buyers, Seller hereby authorizes Biomandii to perform the administrative task of printing invoices and Delivery Note containing information with respect to Products. Seller undertakes and acknowledges that Biomandii shall not assume any responsibility or liability with respect to any non-compliance of applicable laws in respect of the invoices or Waybills or other administrative tasks that are performed by Biomandii on behalf of the Seller, except for any non-compliance arising from gross

negligence or willful misconduct of Biomandii. Seller agrees to indemnify Biomandii in this regard.

5. Seller understands and undertakes that the Standard Warehousing Services and any onward delivery of Products to the Buyer(s) shall be on 'as is' basis i.e., as received from the Seller and in accordance with the Terms. Seller further understands and acknowledges that Biomandii may provide tertiary packaging to the already packed Products that are kept in the warehouse(s) such that the Products can withstand normal handling and transportation for safe delivery of the Products to the Buyer(s). Notwithstanding anything contained herein, Seller shall remain solely liable for the Products that are stored in the warehouse by the Seller.
6. Seller shall be solely responsible to procure and maintain requisite licenses, registrations, and permits under applicable laws to be entitled to store the Products at the warehouses. In case of any seizure of Products by any governmental authority due to any non-compliance of applicable law or failure to procure requisite licenses, registrations, or permits, Seller agrees to fully indemnify Biomandii in this regard.
7. In addition to the representations and warranties of the Seller elsewhere in the Terms, the Seller represents and warrants that:
 1. Seller has valid title and legal possession of the Products stored or intended to be stored in the warehouse(s) and that the Seller has the legal right and authorization to sell such Products to the Buyer(s).
 2. it shall not handover any Products to Biomandii that are hazardous, inflammable, toxic or prohibited or banned from sale or Products that are illegal in nature or Products that have been illegally procured by the Seller.
 3. all information provided by the Seller or person acting on behalf of the Seller relating to the Products is complete and accurate;
 4. the Products are properly and sufficiently prepared, packed, stowed, labelled, and/or marked as per the guidelines and instructions communicated by Biomandii, from time to time;
 5. the Products are packed in a manner adequate to withstand normal handling, storing in the warehouse and/ or storing while transporting to the Buyer(s),

6. the Products are in compliance with all laws, regulations, and requirements, as may be applicable; and
7. the Products meet all the labelling and packaging guidelines as prescribed by applicable laws.
8. Seller shall be solely responsible to complete all documentation and pay any duties and taxes (if applicable) under applicable laws. Seller further authorises Biomandii, if required and necessary, to pay any duties and taxes (if applicable) on behalf of the Seller required under applicable laws, to the extent such actions are necessary to enable Biomandii to provide Standard Warehousing Services. Biomandii shall be entitled to charge, and Seller shall be liable to reimburse and indemnify Biomandii for, any such costs, duties and taxes incurred on the Seller's behalf.
9. Subject to clause (j) below, Seller agrees that all Products in the warehouse(s) will remain the property of Seller until they are delivered by Biomandii to the Buyer(s) or handed over to the carrier of the Buyer(s). Biomandii may in its sole and absolute discretion, allow the Seller to visit the warehouse(s) to ensure that the Seller's Products are stored in a proper manner.
10. We shall have a general and particular lien on the Products that are stored in the warehouses by the Seller and all documents relating thereto in an event of the default by you in the payment of sums of whatever nature due and payable by you to us including, without limitation, charge for attending, co-operating, reporting, fumigating, devanning, restoring, storing or reconditioning and/or all expenses incurred for the benefit or protection of the Products, and also for any payments, duties, fines or other expenses including but not limited to interest and legal costs and expenses, due at any time to us from you. If any amount due and payable by you to us is not paid, upon the giving of fifteen (15) calendar days prior written notice, we may, at our absolute discretion and without notice, suspend or cease providing all or any part of these Standard Warehousing Services without any liability whatsoever to you or any third party and, at our absolute discretion, may proceed to sell the Products in any manner we may deem fit. Our rights are reserved for any shortfall subsequent to the disposal of such Products.

11. Biomandii reserves the right to inspect the Products and any warehouse(s) in which the Products are stored or located to ensure the Seller's compliance with these terms. Seller agrees that Biomandii shall have the right but no obligation to inspect the Products stored at the warehouse(s) and will not be liable for the content, quality or any discrepancy in the Products supplied or stored by the Seller.
12. Seller undertakes to indemnify all losses, penalties, damages, fines of any nature that is caused to Biomandii due to breach of covenants of these Terms or due to any misconduct or negligence on the part of Seller.
13. Seller agrees that Biomandii shall have the right to provide information to regulatory authorities with respect to Products stored at warehouse(s) and / or any other information that may be asked or requested by regulatory authorities from the Biomandii and other third parties to whom the disclosures are required to be made as may be required on need be basis.
14. Seller acknowledges and understands that in the event of any Reverse Shipment (as defined under the Return Shipments Policy), such Shipments/ Products will be dealt with in the following manner:
 1. If the Return Request raised by the Buyer is due to following reasons:
 1. Product(s) is physically damaged or is defective, including damage to the outer box delivered;
 2. wrong Product(s) or the Product(s) is not matching the description or specifications mentioned on the listing page on the Platform;
 3. part of the Order/ Products is found to be missing due to reasons attributable to the Seller,
 2. then the Product(s) will be sent to the designated warehouse location of HTPL (from where the Product(s) was dispatched) or such other location of the Seller.

Once the Product(s) is received at the designated warehouse location of HTPL, the Product(s) will be checked for any outer damage and/or any visible tampering to the packaging and/or any material damages to the Product(s). If the Product(s) is found to be

without any such damages, the Product(s) would be inventorized in the warehouse by HTPL. However, if the Product(s) are found to be damaged, and/or tampered with, for reasons attributable to us, the Product(s) will be retained by HTPL and the order value of such tampered or damaged Product will be reimbursed to the Seller. In this regard, our decision with respect to the findings in relation to the damage / tampering of the Product(s) and the order value to be reimbursed to Seller shall be final and binding on the Seller. If the Return Request of the Buyer is for the following reasons:

1. any manufacturing defect/ functional defects in the Product(s); or
 2. any quality related issues with respect to the Product(s);
 3. then any such Product(s) which are returned by the Buyer will be returned to you, except where the Products are damaged due to reasons attributable to us. You shall be obligated to accept such Product(s). HTPL disclaims all responsibility and liability with respect to any products that are returned by the Buyer and you agree not to hold HTPL liable for any such claims or disputes or damages arising out of such return as contemplated herein.
15. Seller acknowledges and understands that in the event of any Undelivered Shipment (as defined in the Undelivered Shipment Policy), we will check the Product(s) for any outer damage and/or any visible tampering to the packaging and/or any material damages to the Product(s). If the Product(s) in our reasonable opinion appear not to be damaged or tampered with, the Product(s) will be inventorized in the warehouse by HTPL.
- In the event, the Product(s) is found to be damaged due to reasons attributable to us, such Product(s) will be retained by HTPL and the order value/ cost of such tampered or damaged Product will be reimbursed to you. In this regard, our decision shall be final and binding on you.
16. Subject to Clause (n) and (o) above, any Product(s) that are required to be returned to you will be delivered to you within 90 days from the date the Product(s) reaches our warehouse location or such date that

maybe communicated to you by HTPL, whichever is later.

17. Upon receipt of Products as per Clause (p) above, Seller can raise a dispute within seventy-two (72) hours from the time of delivery of the Product(s) for the following reasons:

1. missing products or items (in full or in part); or
2. products damaged in transit.

18. Seller shall be required to raise a claim/ dispute with respect to the Products that are returned along with the copy of the delivery note in support of its claim. For raising a dispute / claim with respect to the Shipment/ Products returned to you, Seller can reach out to HTPL at help@Biomandii or via the Platform.

Seller may be required to provide additional documents/ information in support of its claim, if requested by HTPL. We will contact you for any such requirement. Our decision with respect to settlement of the claim/ dispute shall be final and binding on you and we shall not entertain any further claims once the claim/ dispute has been settled/ resolved. If HTPL finally determines the dispute / claim in favour of the Seller, the Seller agrees that HTPL or its sub-contractors shall have the right to collect from Seller's location such Products against which the Seller's dispute / claim has been finally settled by HTPL and proceed with liquidation of such Products. Seller acknowledges and understands that it is solely responsible for any non-conformity or defect in, or any public or private recall of, any of its Products. Seller shall promptly notify Biomandii of any such non-conformity, defect, or public or private recall, or the threat thereof, and cooperate and assist Biomandii in connection with any recalls, including by initiating the procedures for intimating the Buyers in this regard. Seller will be responsible for all costs and expenses Biomandii may incur in connection with any recall or threatened recall of any of the Products.

19. Notwithstanding anything to the contrary, Biomandii shall have the right at all times to be compensated by Seller for any damage suffered as a consequence of any fault, defect and non-compliance with respect to any of the Products. Seller shall indemnify Biomandii from any cost, loss, expense or damage deriving from any third-party claims, legal actions or proceedings brought against Biomandii and deriving from or in

connection with the sale and use of the defective, faulty and/or non-compliant Products.

20. Seller understands and acknowledges that Biomandii is not a Party to transactions between Buyer(s) and Seller, and Seller hereby releases Biomandii (and its affiliates, agents and employees) from claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such transactions.
21. Seller may recall the Product(s) from warehouse(s) (in part or in full), for which no Order has been placed at the time of such recall request. Further, Biomandii may in its sole and absolute discretion return the unsold Products to the Seller, for reasons including without limitation, decreased or no sale of Products.
22. If the Seller wishes to discontinue availing these Standard Warehousing Services (other than service relating to special access to fulfil Orders from own source) from Biomandii, it may do so by giving at least 90 (ninety) days written notice of termination to Biomandii.
23. Unless otherwise provided under the General Terms, Biomandii may terminate or suspend provisioning of these Standard Warehousing Services (other than service relating to special access to fulfil Orders from own source), by giving a prior notice of fifteen (15) days to the Sellers.
24. Unless otherwise provided under the General Terms, Biomandii may further terminate or suspend these Standard Warehousing Services (other than service relating to special access to fulfil Orders from own source) for the Seller, with immediate effect, upon occurrence of any of the following events:
 1. Seller is in breach of any obligations, covenants, representations or warranties under these terms;
 2. in the event of the Seller's improper use of intellectual property rights, sale of fake or counterfeit Products or Products prohibited from use, or distribution or sale under applicable laws.
25. Upon termination or suspension of these terms, Seller shall within seven (7) days from the effective date of termination of these terms pick-up the Products from the warehouse, failing which Biomandii reserves its

right to dispose off the Products kept in the warehouse(s) and Biomandii shall not be liable to pay any losses or damages to the Seller in this regard.

26. Biomandii further reserves its right to dispose off or liquidate the Products kept in the warehouse(s), without incurring any liability to the Seller, in the event:

1. Seller fails to pick-up the Products from the warehouse upon being intimated in this regard by Biomandii;
2. Seller fails to clear its dues to Biomandii; or
3. of occurrence of any event due to which Biomandii may in its reasonable opinion exercise this right.

27. Without prejudice to any other rights available with Biomandii, in the event any product stored in the warehouse is found to be or suspected to be counterfeit or fake, Biomandii reserves its right to destroy such Products.

3. **Payment and Settlement Services**

1. We will provide the Payment and Settlement Services to the Sellers in relation to each transaction on the Platform. Biomandii may, at its discretion, sub-contract all or part of the Payment and Settlement Services, and/ or shall have the right to use or engage the services of any third party services provider(s), sub-contractor(s) or agent(s) on such terms as Biomandii may deem appropriate, however, Biomandii shall remain liable to the Seller for the performance of its obligations to provide Payment and Settlement Services under these Terms.
2. Seller acknowledges and agrees that in performing the payment collection services, we are acting merely as a payment collector, solely in a fiduciary capacity, and shall take no responsibility as to the legality of any payment transaction between the Seller and the Buyer.
3. Seller acknowledges and agrees, that as part of the payment collection services, if Biomandii is collecting post-dated cheques on behalf of the Seller, it is clarified that Biomandii is acting merely as a payment collector, solely in a fiduciary capacity, and shall take no responsibility as to the legality of such post-dated cheques received from the Buyer. It is further clarified that if such post dated cheques bounce and/or are not encashable for any reason whatsoever, the Buyer alone shall be responsible for such payment obligation. Any legal action for such failure of the payment obligation

shall be against the Buyer only and the Seller shall not hold Biomandii responsible for such failure of the payment obligations.

4. We shall have the right to withhold settlement of payments to you or any third -party, if we, in our sole discretion, determine that the transaction being undertaken by you is not genuine or suspicious or fraudulent.
5. You hereby consent and agree to comply with guidelines, instructions, requests, etc., as maybe made by us or third party banks or financial institutions, as the case may be or a payment system provider from time to time, in relation to these Payment and Settlement Services.
6. Refunds (if any) shall be processed in the same manner as they are received. Refund amount will reflect in the Seller's bank account based on respective banks policies.
7. We will settle the payments received from the Buyer at the time of actual delivery of the order(s) to the designated bank account of Seller (or third party based on the instructions given by the Seller (if applicable)) within the following timelines:
 1. 20 (twenty) bank working days from the date of delivery of the Consignment to the Buyer, for non-food product(s), where the settlement will be made on the working day which is a Tuesday or a Friday within the aforementioned timeline; and
 2. 2 (two) bank working days from the date of delivery of Consignment to the Buyer, for Products in the category of pharmaceuticals and fulfilment material.
 3. 4 (four) bank working days from the date of delivery of Consignment to the Buyer, for Products in the category of food, FMCG and fresh
8. Provided that, in case of any returns request raised by Buyer or any claims or disputes raised by Buyer, we reserve our right to withhold the settlement of payments to Seller until the resolution of such return requests, claims or disputes, as the case may be. It is hereby clarified that if the Buyer(s) make payments by way of cheque(s) at the time of actual delivery of the Order(s), we will settle such payments only upon the realisation of the cheque.

9. Where the Buyer makes online payments at the time of placing the order with the Seller or prior to the delivery of the Consignment, such payments shall be transmitted to the designated bank account of the Seller (or third party based on the instructions given the Seller (if applicable)) within 'T+1' bank working days. For the avoidance of doubt, it is clarified that 'T+1' shall be the maximum period within which the settlement for such transaction shall be effected. For the purposes of these Terms, herein 'T' shall stand for the date of expiry of the refund period applicable in relation to the order. 'T' shall be calculated in the following manner:

Particulars	
Order date / Payment date	

<p>Average period within which a Seller can dispatch</p>	
<p>Average period of a dispatch to delivery</p>	
<p>Period of return request</p>	

Return Completion (Return Pickup + Refund)	
'T' (i.e., the date of expiry of the refund period)	

10. In any of the settlements methods, Seller (or third party as per the instructions received from Seller) will receive the amount (minus our Sales and Distribution Support Services Fees in relation to the S&D Services provided by us, such other amounts due and payable by Seller to us or any third-party (in case we are instructed by such third party or Seller to collect such monies from the Seller), any amount to be refunded to the Buyer and any

taxes payable under applicable laws) within the aforesaid timelines. It is clarified that any settlement of payment to the Seller shall be subject to applicable tax laws and Biomandii may deduct or collect such taxes from the amount to be paid to the Seller in accordance with the provisions of applicable tax laws as set out under clause (i) and (j) below.

11. In relation to the tax collection at source under applicable GST laws, as may be amended from time to time:
12. In case of any mismatches on account of tax collection at source, Seller shall be required to provide all relevant information to us, to correspond with the relevant authorities and also in case of any liability accruing on account of omission shall be Seller's obligation to pay such deficit.
13. Seller will provide the corresponding Harmonised System Nomenclature (HSN) code number and applicable GST rates for every product sold of the Platform. You accept that declaring the HSN and GST rates of the product is your responsibility, and that in order to sell the product(s) on the Platform pre-declaring the respective HSN and GST rates shall be mandatory.
14. Seller will be responsible to provide their correct GST registration number against which the tax collected at source (under GST laws) need to be reported by us. We shall not hold any responsibility of incorrect disclosures of GST registration number and consequent loss of credits of tax collected at source in the hands of the seller. In case any tax, interest or penalty is imposed on us, on account of incorrect disclosure of information by the Seller, then such Seller shall indemnify us with respect to such tax, interest or penalty as may be levied by the GST authorities.
15. We shall have the right to deduct or recover, as the case may be, tax deducted at source ("**TDS**") as may be applicable under the applicable provisions of Income Tax Act, 1961 (as may be amended from time to time) and as determined by us in our sole discretion on transactions and / or payments through or facilitated by the Platform. In respect of TDS deducted and / or recovered, we will provide certificate(s) evidencing and / or supporting the deposit of TDS in the prescribed format in accordance with the provisions of the Income Tax Act, 1961 (as may be amended from time to time).

It is clarified that for this purpose, we will be entitled to rely upon the Permanent Account Number ("**PAN**") and any other particulars provided to us and we shall have no obligation to validate or verify the same. In the event of any liability that may arise on account of incorrect or incomplete particulars / details being provided by Seller to us including interest, penalty or any other levies, we shall have the right to recover the same from the Seller in our sole discretion.

16. Seller shall comply with all the applicable regulations/ laws in relation to cash transaction as stipulated under the applicable tax laws.
17. We shall be entitled to recover from the Seller, from time to time, any amounts due from it or incurred by us on account of the following, unless the same are caused on account of negligence, act or omission of our or its employees, officers etc.:
18. Chargeback of transactions;
19. Any penalty or charge which may be levied on us by any payment instrument or the clearing house i.e. Reserve Bank of India or its local clearing agent (as the case may be) arising, inter alia, for excessive chargeback of transactions or excessive failure of transactions or excessive Buyer disputes and/or any other reason;
20. any amount due to us from the Seller.
21. If there are reasonable grounds to suspect that a transaction has been conducted in breach of any applicable laws or is a fraudulent transaction, we shall be entitled to suspend or withhold the payments of the Seller that are due to the Seller.
22. In case of an occurrence of a chargeback event, we reserve our right to withhold the settlements to Seller, pending enquiries by the banks or any regulatory body till the resolution of such issues.

4. ADDITIONAL SERVICES

5. These terms for specific services will be applicable to a Seller's use of any of the additional services described hereunder and will be read together with these Terms set out under Section III and General Terms. In the event of any conflict between the terms for any additional Service opted by the Seller, Terms set out under Section III and General Terms, the provisions for additional Services shall supersede and prevail. If required by Biomandii, Biomandii may enter into a separate arrangement with the Seller to provide additional services (whether or not described hereunder) to the Seller.

The specific terms and conditions for the Additional Services are as under:

1. **Advertisement Services**

1. Seller may subscribe to the ad program ("**Program**") offered by Biomandii to promote its Products that it lists and offers for sale on the Platform. Biomandii will facilitate in the display of such advertisement ("**Ad**") of the Seller on the Platform upon receipt of a written request from the Seller.
2. The intellectual property rights in the Ad provided by the Seller on the Platform hereunder shall vest solely with the Seller. Seller shall ensure that it has all requisite rights, permits, authorizations, title, and/ or interest over the Ad and is compliant with the branding guidelines and laws that may be applicable to use and display the Ad on the Platform. The Seller hereby grants to Biomandii an unrestricted, non-exclusive, royalty-free license to use the Ad and all other information provided by the Seller on the Platform. Biomandii will display the Ad provided by the Seller on the Platform or otherwise made available by Seller to Biomandii for the purposes set out herein on an 'as is' basis (except for formatting changes limited to re-sizing the Ad). Seller shall at all times remain fully liable and responsible for the Ad and further agrees to indemnify, defend, and hold harmless Biomandii from and against any claims that may arise from or in connection to such Ad with regard to the content of the Ad, any intellectual property claim or third party.
3. Biomandii further disclaims all liability for any Ad, content of the Ad, availability of the product or any related information that may be displayed or made available by the Seller, quality, delivery, or usefulness of the Products that are offered for sale by the Seller on the Platform. The Seller agrees that Biomandii disclaims all liabilities and shall not be party to any dispute in this regard.
4. Seller hereby represents and warrants that:
 1. Seller has the power and authority to enter into and perform its obligations according to these terms;

2. Seller has no restrictions that would impair its ability to perform its obligations and grant all rights contemplated by these terms;
 3. Seller has not and will not enter into any agreement that is inconsistent with its obligations hereunder;
 4. none of the Ad provided or approved by the Seller shall violate any rights of any third party, including but not limited to intellectual property rights;
 5. none of the Ad provided or approved by the Seller will violate any applicable law, regulation and/or code of conduct;
 6. none of the Ad provided or approved by the Seller shall, when viewed or clicked on by a Seller, cause such customer's computer to download any software application;
 7. Ad provided by the Seller shall not be and/or link to any content that is defamatory, fraudulent, obscene, misleading or otherwise illegal;
 8. none of the Ad will contain any viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or other computer programming routines that may potentially damage or interfere with Platform and Biomandii; and
 9. Seller shall be in compliance with applicable laws while using the Platform and the Program.
5. Seller shall be required to pay charges to Biomandii for the use of Ad program. Such charges shall be as displayed on the Platform or otherwise communicated to the Seller, from time to time.
 6. The charges payable by the Seller shall be exclusive of all applicable taxes. Biomandii shall issue tax invoices in accordance with applicable laws at such intervals as set out herein above.
 7. Seller authorises Biomandii to adjust and set off the charges from the money collected / received by Biomandii from the Buyer or third party paying on behalf of Buyer in relation to the

Products sold by the Seller. Such settlement shall be done by Biomandii in accordance with the settlement process set out under the Payment and Settlement Services of the Seller Terms). Seller hereby irrevocably grants Biomandii permission to adjust the charges against the receivables that are due and payable to the Seller by Biomandii.

8. If the sale proceeds collected by Biomandii from the Buyer is less than the charges payable by the Seller, the Seller shall be liable to pay the deficit balance amount to Biomandii within seven (7) days from the date of receipt of email communication from Biomandii in this regard.
9. Biomandii shall be entitled at its discretion to engage/ avail services of any person/ third party service provider/agency/ agent, for recovery of charges from the Seller in the event Seller fails to pay the charges in a timely manner. Biomandii further reserves its right to levy late payment charges in the event of Seller's failure to pay the charges in a timely manner.
10. Biomandii may in its sole and absolute discretion, at any time with or without notice, withdraw, terminate, and/or suspend the Program for any reason whatsoever or in case of any breach of these terms or Terms by the Seller. The charges that has accrued until the effective date of such termination, withdrawal or suspension, as the case maybe, shall become immediately due and payable by the Seller and settled as per the settlement process set out in these terms.
11. Unless otherwise provided under the Terms, Biomandii may terminate or discontinue this advertisement services for a Seller by giving a prior written notice of seven (7) days.
12. Biomandii and Seller shall retain all rights in their individual intellectual property rights and do not give each other rights in their intellectual property rights, unless otherwise agreed.
13. Biomandii gives no warranty or condition, express or implied, with respect to any matter and, in particular, but without limitation, expressly disclaims any warranties or conditions of non- infringement or the quality or

fitness for any particular purpose of the Program provided herein.

2. **From Pay Services**

1. Upon receipt of written request of the Seller, Biomandii may agree to charge logistics/ delivery charges from the Seller instead of the Buyer, whether wholly or partially, for the Logistics Services provided to the Buyer pursuant to the Buyer Terms ("**From Pay Services**"). Seller shall pay such logistics/ delivery charges to Biomandii for each order duly delivered by Biomandii to Buyer. Such charges shall be subject to all applicable taxes.
2. Seller shall pay charges to Biomandii for the provision of the From Pay Services and such charges shall be subject to all applicable taxes. Biomandii reserves its right to modify the charges in its sole discretion and upon making changes, Seller agrees to be bound by the same and pay such revised charged without any protest or demur.
3. Seller authorises Biomandii to adjust and set off the charges from the money collected / received by Biomandii from the Buyer or third party paying on behalf of Buyer in relation to the Products sold by the Seller. Such settlement shall be done by Biomandii in accordance with the settlement process set out under the Payment and Settlement Services of Seller Terms. Seller hereby irrevocably grants Biomandii permission to adjust the charges against the receivables that are due and payable to the Seller by Biomandii.
4. If the sale proceeds collected by Biomandii from the Buyer is less than the charges payable by the Seller, the Seller shall be liable to pay the deficit balance amount to Biomandii within seven (7) days from the date of receipt of email communication from Biomandii in this regard.
5. Biomandii shall be entitled at its discretion to engage/ avail services of any person/ third party service provider/agency/ agent, for recovery of charges from the Seller in the event Seller fails to pay the charges in a timely manner. Biomandii further reserves its right to levy late

payment charges in the event of Seller's failure to pay the charges in a timely manner.

6. For any Undelivered Shipment (as defined in the Undelivered Shipment Policy), Biomandii shall not charge any charges to the Seller.

For any Order delivered by Biomandii, accepted and then returned by the Buyer, Seller shall be liable to pay charges to Biomandii.

7. Biomandii may at any time with or without notice, withdraw, terminate, and/or suspend the FromPay Services without cause or in case of any breach of the terms by the Seller. Upon such termination, withdrawal or suspension, the charges shall become immediately due and payable by the Seller.
8. Seller may terminate these FromPay Services by giving one (1) day advance notice in writing to Biomandii. Seller shall be required to send the notice of termination to Biomandii at from-pay@Biomandii.com, failing which Biomandii shall not entertain such termination request.
9. Seller shall at all times remain fully liable and responsible for the Products that are listed and offered for sale using the platform and shall ensure that the Products that are offered for sale by the Seller comply with all applicable laws. Biomandii disclaims warranty and makes no representation about quality, delivery, or usefulness of the Products offered by the Seller on the Platform.
3. Biomandii may provide such other additional services as may be agreed with the Seller, from time to time.
4. Taxes: Seller shall deduct income tax as applicable against the amounts payable to Biomandii if required by applicable law, except to the extent where Biomandii submits a nil/reduced withholding certificate. Seller

shall remit the withholding taxes to the relevant tax authorities and enable Biomandii to claim a tax credit by providing an appropriate and timely certificate of withholding as stipulated under the applicable law.

8. In consideration for any special services, other than the standard services provided by Biomandii to the Sellers, which are based on variable parameters, including any logistics services provided by us to the Seller, Biomandii may levy a variable charge to the Sellers as may be communicated to the Sellers from time to time.

9. **LIMITATION OF LIABILITY AND INDEMNITY**

1. We shall not have any liability whatsoever for any claims arising from: (a) any of your acts or omissions; (b) compliance with the instructions given by you or any person acting on your behalf; (c) an act or order of any government authority; (d) the insufficiency of the packing or labelling of Shipment; (e) the nature or description of the Shipment; (f) riots, civil commotions, strikes, lockouts, stoppage or restraint of labour; (g) explosion, fire, flood or storm; (h) any cause which we could not avoid and the consequences whereof we could not prevent by the exercise of reasonable diligence; (i) any loss, miss-delivery, delay or damage to any Shipment; and/or (j) any dispute or claims between the Seller and the Buyer including without limitation relating to the Shipment or Products hereunder.
2. Each Seller agrees to indemnify Biomandii, its affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from or in connection with: (i) your submission, posting or display of any User Content; (ii) from your use of the Platform or any of the Services; (iii) from your breach of the Terms or breach of any applicable laws, including tax laws; (iv) any of the service availed by you from a third party service provider using the Platform; (v) any liability or defect in the Products offered/ listed for sale on the Platform; (vi) your negligence or wilful misconduct; (vii) any sale or offer of sale of counterfeit or fake Products on the Platform or any alleged or actual patent, copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claim, demand or action resulting from the advertising, publishing, promotion, manufacture, sale, distribution or use of any of the Products; (viii) any alleged or actual personal injury, death or property damage suffered by Biomandii arising from the supply or sale of Products by Seller; and/or (ix) any claim by a third Party or Buyer made pursuant to, or liability arising

under any consumer protection laws, including any non-conformity or defect in, or any recall of, any of Products.

10. TRADE CREDIT BY SELLER(S)

1. If any Seller intends to grant a trade credit ("**TC**") to its Buyers, then such Seller may send a request to our registered office address along with the intended terms and conditions of the TC to be offered by the Seller to its Buyers.
2. Upon receipt of the Seller's request, Biomandii will endeavour to revert within 7 (seven) working days of receipt of such request. In the event, Biomandii requires any additional information or documents, such requirement will be communicated to the Seller. The Seller shall be required to respond to such additional requests within 7 (seven) days of receipt of such request from Biomandii. Upon receipt of complete information from the Seller, Biomandii will endeavour to provide its final response to the request within 7 (seven) working days.
3. The final decision on enablement of the TC feature on the Platform for the Seller shall rest with Biomandii and Biomandii's decision in this respect shall be final and binding on the relevant Seller.
4. The TC feature will be enabled by the Seller for its Buyers subject to separate terms and conditions that will be entered into between the Buyer(s) and the Seller.
5. Biomandii hereby disclaims any and all liability with respect to any claims that may arise in respect of grant of TC by a Seller to its Buyers.