

TERMS & CONDITIONS

ABOUT SHRINGAR HOUSE OF MANGALSUTRA PVT LTD AND THESE TERMS AND CONDITION

Shringar House of Mangalsutra Pvt. Ltd., has its headquarters at Mumbai, India. The Platforms are owned and edited by Shringar House of Mangalsutra Pvt. Ltd..

These Terms and condition govern your use of Shringar House of Mangalsutra Pvt. Ltd. In these Terms of Use, we use the term Shringar House of Mangalsutra Pvt. Ltd. (and **"we"**, **"us"** and **"our"**) to refer to the head office of Shringar House of Mangalsutra Pvt. Ltd. at the registered address at B/1, Lower Ground Floor, Jewel World, Cotton Exchange building, Kalbadevi Road, Mumbai 400002. herein after referred to as “Manufacturer” and or “company” (which expression shall unless being repugnant to the context or meaning thereof mean and include its successors and assigns)

Company has legacy of more than six decades and registered in registrar of company in the year 2009 and holds the brand “ZIYA” from the year 2023 under the trademark “ZIYA JEWELS” the Manufacturer sells “Handcraft Mangalsutras” in a variety of conventional and Indian designs.

Please read these Terms and condition carefully before purchasing the brand products of “ZIYA” by Shringar House of Mangalsutra Pvt. Ltd.

UPDATES TO THESE TERMS AND CONDITION

We may make changes from time to time to these Terms and condition so please check back regularly to keep informed of updates. The latest version of these Terms and condition will always be available on the Platform. Any new version of these Terms and condition shall take effect and your relationship with us immediately upon the date of purchases. By continuing to use the Platform and purchase of products, you agree to be bound by the terms of these updates and amendments.

CONDITIONS OF SALE

Customers purchasing the products through our affiliated retail outlets only.

Gold rate per gram charged is as quoted in as per the retail outlets and the gold rate as applicable on the day to day basis plus government taxes as applicable. “company” does not make any representation with respect to gold rate mentioned in the invoice because the gold rate at any given time is not uniform or fix in the market.

For sale/purchase/exchange if any requirement of laws of land (whichever applicable at the time of billing), customers would be required to furnish copy of their pan card, address proof and contact no. as per the policy of retails outlets.

In case customers is opting for part sale in any Kundan, studded, pearls, beads kind of jewellery, it is obvious to get non uniformity while dividing the weight Proportion, which may have least chance of weight difference in net weight

We operate with the most stringent QC policy in our company; however there may be a least chance of weight difference in net weight due to handcraft and extraneous material.

Company assured you with the product purity and exchange.

Customers have to check the product thoroughly before leaving our affiliated retails outlets like hallmark, Ziya symbol, weight measurement etc.

All applicable govt. taxes will be borne by the customer.

“Company” reserves the right to change any relevant retail outlets at any time without prior notice.

REPAIRS, EXCHANGE AND REFUND

The customer exchange the jewellery in any affiliated retails outlets for the same value and gross weight, provided the jewellery is brought back in the same condition in which it was sold with original invoice copy and Ziya symbol

Jewellery will have to purchase made against the full value of the product return. Fresh purchase made against an exchange would be billed at the applicable gold rate prevailing on the date of fresh purchase only

The customer repair the jewellery in any our affiliated retails outlets as per the terms and condition of affiliated retails outlets and if any excess gold addition than customer requires paying the differential excess weight as per the gold rate prevailing on such day with applicable govt. taxes, and repair charges as

applicable. if jewellery is given for repair and for any reason it is not return and repair by affiliated outlets on same quality, size or design or any poor services; the “company” shall not be held responsible for the such events or changes.

FORCE MAJEURE

“Company” are not liable for any delay in the performance or non-performance of any of our obligations hereunder and shall not be liable for the any loss or damage caused thereby where the same is occasioned by any cause whatsoever that is beyond our control including but not limited to an act of god, war, civil disturbance, riots, strikes, lock-outs, governmental or parliamentary restrictions, prohibitions or enactments of any kind, pandemic, import or export regulations, exchange control regulations or accident or non-availability/delay in transport, mishandling or any chemical reaction.

USE OF PRODUCTS

“Company” has created its various Platforms to provide information about its products for your personal use. Whilst considerable effort has been made to ensure that the visual representations of “Company” products displayed on the platforms are representative of the colour, design and style etc. of the original products, slight variations, distortions and/or differences may be apparent when compared to the original product. This may, for example, be due to technical issues such as your browser or computer settings. Accordingly, “Company” cannot be held liable for any apparent differences in the product images represented on the Platforms and the original products.

("**Shringar House of Mangalsutra Pvt. Ltd. jewellery\Ziya product** ") are protected by legislation such as copyright, designs and trademark legislation and under international treaty provisions and national laws worldwide.

You are not authorised to sell, reproduce, distribute, communicate, modify, display, publicly perform, report or otherwise prepare derivative or second hand works based on or use any “Company” jewellery in any way for any public or commercial purposes.

Any unauthorised use of “Company” Ziya product\jewellery material may infringe copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

LIMITATION OF LIABILITY

Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

The limitations and exclusions of liability set out in this agreement and elsewhere in these terms and conditions:

- (a) are subject to this agreement; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

TRADEMARK NOTICE

In general, all trademarks, logos and service marks (collectively the "Trademarks") that appear on the Platforms are registered, unregistered or otherwise protected by "Company" trademarks or are licensed for use by Shringar House of Mangalsutra Pvt. Ltd. by third parties. Other trademarks are proprietary marks and are registered to their respective owners. Nothing contained on the Platforms should be construed as granting, by implication or otherwise, any licence or right to use any trademark without Shringar House of Mangalsutra Pvt. Ltd.'s prior written permission or that of such third party who owns the trademark. Misuse of any trademark displayed on the Platforms, or any other content on the Platforms, except as provided herein, is strictly prohibited.

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LINKS & LINKING

The Platforms may contain links to other platforms operated by third parties not affiliated to “Company” The inclusion of any link to such third party sites does not imply endorsement by “Company” of those sites. “Company” has not reviewed all of the content contained in the linked sites and is not responsible for the content or accuracy of any off-site pages or any other sites linked to any of the Platforms. If you choose to click through any link to off-site pages or third party sites then this is at your own risk. “Company” does not authorise linking to any of its Platforms from a third party platform without its express prior written authorisation.

TERMINATION AND SUSPENSION

You agree that “Company” may terminate or suspend from purchase of jewellery form any our affiliated retails outlets if “Company” reasonably believes that you have violated or acted inconsistently with the letter or spirit of these Terms and condition, or violated the rights of “Company”, its affiliated companies or any third party, with or without notice to you. You agree that “Company” will not be liable to you or any third party as a result of such modification or discontinuation. The provisions entitled "Limitation of liability" and "General provisions" will survive termination of these Terms and condition.

If customer done any violated or acted inconsistently or illegally of the Terms and condition mentioned herewith and it impact on companies reputation\goodwill though by customer own or through any third party then customer shall be held indemnify to the company for such act and omission which he has performed.

APPLICABLE LAW AND JURISDICTION

These Terms of Use shall be governed by and construed in accordance with the laws of India, without reference to conflict of law’s provisions. Any dispute, controversy or claim arising out of or in relation to the Terms and condition, including the validity, invalidity, breach or termination thereof shall be adjudicated or arbitrated or resolved under the subject to Hon’ble Mumbai jurisdiction only.

COMPLAINTS

If you have any query or complaints then it is handling through our affiliated retails outlets only and not directly by company.