

TERMS OF SALE

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THESE STANDARD TERMS OF SALE ("TERMS OF SALE") IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THESE TERMS OF SALE DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THESE TERMS OF SALE IS A LEGALLY BINDING DOCUMENT BETWEEN BUYER AND SELLER WHERE THE SELLER HAS MADE THE OFFER TO SELL THE PRODUCTS BY LISTING THE SAME ON THE WEBSITE AND BUYER HAS ACCEPTED SUCH OFFER OF THE SELLER BY AGREEING TO BUY THE PRODUCT SO OFFERED ON THE WEBSITE. THESE TERMS OF SALE WILL BE EFFECTIVE AND BINDING ON THE SELLER UPON SELLER'S ADVERTISING, EXHIBITING AND CREATING A LISTING OF THE PRODUCT ON THE WEBSITE, AND SHALL BE EFFECTIVE AND BINDING ON THE BUYER UPON BUYER AGREEING TO PURCHASE THE PRODUCTS SO LISTED BY THE SELLER.

THESE TERMS OF SALE ARE SUBJECT TO REVISION AT ANY TIME AND HENCE BOTH BUYERS AND SELLERS ARE REQUESTED TO CAREFULLY READ THESE TERMS OF SALE FROM TIME TO TIME BEFORE LISTING ANY PRODUCT OR BEFORE MAKING ANY PURCHASE OF THE PRODUCTS. THE REVISED TERMS OF SALE SHALL BE MADE AVAILABLE ON THE WEBSITE. IF SUCH A FACILITY IS PROVIDED, YOU MAY DETERMINE WHEN THESE TERMS OF SALE WERE LAST MODIFIED BY REFERRING TO THE "LAST UPDATED" LEGEND PROVIDED ABOVE.

YOU ARE REQUESTED TO REGULARLY VISIT THE WEBSITE TO VIEW THE MOST CURRENT TERMS OF SALE. IT SHALL BE YOUR RESPONSIBILITY TO CHECK THESE TERMS OF SALE PERIODICALLY FOR CHANGES AND BUYER SHOULD ALSO CHECK ADDITIONAL TERMS OF SALE OF THE SELLER ON THE PRODUCT LISTING. YOU MAY BE ASKED TO PROVIDE YOUR SPECIFIC CONSENT TO ANY UPDATES IN A SPECIFIED MANNER BEFORE ANY FURTHER USE OF THE WEBSITE AND RELATED SERVICES. IF NO SEPARATE CONSENT IS SOUGHT, YOUR CONTINUED USE OF THE WEBSITE FOLLOWING SUCH CHANGES AND MODIFICATIONS TO THE WEBSITE OR THESE TERMS OF SALE WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.

OFFER & ACCEPTANCE : -

1. The Seller hereby makes an offer to sell the Products listed by Seller on the Website and the Buyer upon agreeing to purchase the Products so listed by the Seller hereby accepts such offer to sell by the Seller. Accordingly, the contract for sale of the Product is be a bipartite contract between Buyer and the Seller. DiGiHome is not a third party beneficiary under such bipartite contract. The Buyer understands and agrees that the offer for sale of the Product by the Seller is not an absolute or an un-conditional offer. Such offer to sale by the Seller is subject to repudiation by the Seller at any time before the delivery of the Product to the Buyer and without any obligation to assign or provide any reason for such repudiation and without any consent from the Buyer and without any liability or any obligation towards the Buyer. The Seller and Buyer understand and agree that DiGiHome has the right to cancel any sale transaction, listing or acceptance (i) for any reason in accordance with the Seller Agreement, these Terms of Sale, Website Terms of Use, Privacy Policy or under any contract or policy between DiGiHome on one hand and the Seller or the Buyer on the other hand, or (ii) under an order or instruction from any statutory, quasi-judicial or judicial authority.

PRICING INFORMATION : -

1. The Selling Price of the Product is subject to change without notice prior to the purchase of the Product by the Buyer. The Selling Price is provided on the Website on 'as is' basis as provided by the Seller. Due to technical reasons there may be errors in Selling Price which may be corrected by the Seller at any time and any acceptance of offer of sale by the Buyer of the Products subject to such faulty Selling Price shall, subject to discretion of the Seller, not be a valid acceptance and such transaction can be avoided by the Seller.3.2All prices are inclusive of VAT unless stated otherwise.

DELIVERY THE PRODUCT : -

1. There are various delivery models for delivery of purchased Product to the Buyer, as decided by the Seller. The risk of any damage, loss or deterioration of the Products during the course or delivery or during transit shall be on the Seller and not on the Buyer. Seller represent and warrant that the Products being delivered are not faulty and are exactly those Products which are listed and advertised by Seller on the Website and purchased by the Buyer and meet all descriptions and specifications as provided on the Website.
2. Buyer's shipping address, pin code will be verified with the database of Website before a Buyer proceed to pay for Buyer's purchase. In the event Buyer's order is not serviceable by logistic service providers or by Seller or the delivery address is not located in an area that is covered under the order confirmation form, Buyer may provide an alternate shipping address on which the Product can be delivered by the logistics service provider or by the Seller.
3. Please note that there is no guaranteed dispatch time and any information about the dispatch time is estimate only and should not be relied upon as such. Therefore, time is not the essence of the bi-partite contract between the Buyer and the Seller for purchase and sale of Product on or through the Website. However, the Product shall not be delivered to the Buyer unless the Buyer makes the payment of the purchase of Product.Seller.3.2All prices are inclusive of VAT unless stated otherwise.

GOVERNING LAW : -

1. These Terms of Sale shall be governed in accordance with the laws of India without reference to conflict of laws principles. You acknowledge that these Terms of Sale are solely for Your benefit. It is not for the benefit of any other person, except for Your successors and permitted assigns.