

Terms of Service for Biofac Inputs Private Limited

1. Introduction

Welcome to **Biofac Inputs Private Limited** ("we", "us", "our", "the Company"). These Terms of Service ("Terms", "Agreement") govern your access to and use of our website, services and online store (collectively the "Service" or "Services"), including all purchase transactions, accounts, content, features and functionality offered through our website and any affiliated channels. Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. By accessing or using the Service you agree to be bound by these Terms. If you do not agree with these Terms, you must not access or use the Service.

2. Definitions

- "User", "you", "your" refers to any person accessing or using the Service, including browsers, customers, account-holders, and purchasers.
- "Products" refers to any goods, items or services made available for purchase via the Service.
- "Order" means your purchase request for one or more Products via the Service, subject to acceptance by us.
- "Account" means a unique account created by you to access specific features of the Service, if applicable.

3. Eligibility & Legal Capacity

By using or accessing the Service you represent and warrant that you are at least the age of majority in your jurisdiction, have full legal capacity to enter into these Terms, and will comply with all applicable local, state, national and international laws, rules and regulations in your use of the Service. If you are using the Service on behalf of a company, organisation or other legal entity, you further represent and warrant that you have authority to bind that entity to these Terms.

4. Use of the Service

You agree not to use the Service for any unlawful, unauthorised or prohibited purpose, including but not limited to:

- violating any applicable law or regulation;
- infringing any third-party rights (including intellectual property rights);
- transmitting or distributing viruses, malware, harmful code or other disruptive content;
- engaging in any fraudulent or deceptive activity;
- interfering with the proper operation of the Service or attempting to access it by unauthorised means;
- copying, reproducing, distributing, modifying, creating derivative works from, publicly displaying or performing any part of the Service (including Products) other than as permitted by the Company in writing.

We reserve the right to refuse service, terminate accounts, limit access or remove content at our sole discretion, with or without notice, and without liability to you.

5. Orders, Pricing & Availability

- All Orders placed through the Service are subject to our acceptance. We may provide an Order confirmation or accept your Order in writing or electronically. We reserve the right to reject or cancel Orders at our sole discretion (for example due to stock unavailability, pricing error, suspect fraudulent activity, or inability to deliver).
- Prices displayed on the Service are subject to change without notice. We are not obligated to honour a price that has been advertised incorrectly or in error.
- Product descriptions, images, specifications and availability are for illustrative purposes only. We attempt to be as accurate as possible but cannot guarantee that the Product will be exactly as shown or described.
- We reserve the right to limit the quantity of any Product or Order, restrict orders from resellers or distributors, or otherwise limit sales in our sole discretion.

6. Payment & Taxes

You agree to provide accurate and complete payment and billing information when placing Orders. By submitting your payment information, you authorise us (or our payment processor) to charge your chosen payment method for the total of your Order (including any applicable shipping, handling, taxes or other fees).

You are responsible for any taxes or duties applicable to your purchase (including goods and services tax (GST), import/export duties, customs, etc.).

If we are unable to obtain authorisation for payment, we may reject or cancel your Order.

7. Shipping, Delivery & Returns

Shipping, delivery timelines and procedures are subject to our Shipping Policy (which is incorporated into these Terms by reference). You agree that delivery dates are estimates only and we are not liable for delays beyond our control (including due to logistics, weather, customs, etc.).

Your right to return or exchange a Product is subject to our Return/Refund Policy (incorporated herein by reference). Please carefully review that policy for eligibility conditions, timelines and procedures.

8. Intellectual Property

All content, design, text, graphics, logos, icons, images, audio-visual material, data, software and trade names on the Service ("Materials") are owned by or licensed to the Company and are protected by copyright, trademark, database and other intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, revocable licence to access and use the Service and view the Materials for your personal, non-commercial use only. You must not copy, reproduce, distribute, alter, publicly display or create derivative works from any Materials without our prior written permission.

9. Disclaimer of Warranties

The Service and all Products are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, whether express or implied. To the fullest extent permitted by law, we disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement and accuracy of information.

We do not guarantee that:

- your use of the Service will be uninterrupted, timely, secure or error-free;
- the results obtained from use of the Service will be accurate or reliable;
- any defects will be corrected; or
- the Service or Products will meet your expectations.

10. Limitation of Liability

To the maximum extent permitted by applicable law, neither the Company nor its directors, officers, employees, agents, contractors or affiliates shall be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages (including but not limited to lost profits, lost data, loss of business or opportunity) arising out of your use of or inability to use the Service, or otherwise arising in connection with these Terms or the Service, even if we have been advised of the possibility of such damages.

In jurisdictions that do not allow exclusion or limitation of liability for consequential or incidental damages, our liability shall be limited to the maximum extent permitted by applicable law.

11. Indemnification

You agree to indemnify, defend and hold harmless the Company and its officers, directors, employees, agents, contractors, affiliates and licensors from and against any and all losses, liabilities, claims, demands, costs, damages or expenses (including reasonable legal fees) arising from or relating to:

- your breach of these Terms;
- your violation of any law or rights of a third-party;
- your use of the Service or Products (including resale) not authorised by these Terms.

12. Termination

We may terminate or suspend your access to all or part of the Service immediately, without prior notice or liability, for any reason including your breach of these Terms. All provisions which by their nature should survive termination will survive, including indemnification, limitation of liability, warranty disclaimers, and intellectual property rights.

13. Governing Law & Jurisdiction

These Terms and any separate agreements whereby we provide you Products or Services shall be governed by and construed in accordance with the laws of **Telangana, India**. Any disputes arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the courts of **Hyderabad, Telangana, India**.

14. Changes to These Terms

We reserve the right, at our sole discretion, to update, amend or replace any part of these Terms by posting the updated Terms on our website. It is your responsibility to review these Terms periodically. Your continued access to or use of the Service after changes are posted constitutes acceptance of those changes.

15. Entire Agreement

These Terms (together with our Privacy Policy, Refund/Return Policy, Shipping Policy and any other policy referenced herein) constitute the entire agreement between you and us regarding the Service and supersede all prior or contemporaneous understandings, communications or agreements, whether written or oral, between you and us. Headings are for convenience only and do not affect interpretation.

16. Contact Information

If you have any questions about these Terms, please contact us:

- **Email:** info@biofactor.in
- **Phone:** +91 9298011119, +91 9133737737
- **Address:** 4 & 5 Floors, Sai Medha Infra, Arca Satya Residency, Kousalya Colony, Bachupally, Hyderabad, Telangana 500118.