

Please carefully read the terms and conditions ("Terms and Conditions") below before placing any order for any of the Goods or Services from Ghuge.farm. By placing an order for any of the Goods or Services from this Website, whereas it is by phone, through our mobile applications or by any other available channel, you agree to be bound by these Terms and Conditions.

Section 1: We are ghuge.farm, a brand of IRONOID HEALTH AND FITNESS (OPC) PRIVATE LIMITED, unless otherwise stated.

## Section 2: Definitions

- 2.1. "Agreement" references these Terms and Conditions (T&Cs), the Privacy Policy, any payment instructions provided to you and any other form we might provide to you;
- 2.2. By "Privacy Policy" we mean the policy accessible on our Website which details how we collect and store your personal data;
- 2.3. "you", "your" and "yours" are references to you, the person accessing this Website, and placing the orders for the Goods or Services we display on it. Access through any other channel provided by Ghuge.farm will also bound you to these Terms and Conditions;
- 2.4. "we", "us", "our", and " Ghuge.farm" are references to the Company;
- 2.5. "Goods" is a reference to any goods which we may offer for sale from our Website from at a given time;
- 2.6. "Service" or "Services" is a reference to any service which we may supply and which you may request via our Website;
- 2.7. "Partner Farmer" is a third party, which has agreed to co-operate with the Company to prepare and/or deliver the Goods or Services.
- 2.8. "Vegetables/ Fruits/ Grains Delivery" references perishable goods and any form of delivery service, both provided by our Partner farmers and for both of which our Partner farmers take full responsibility;
- 2.9. "Website" is a reference to our Website [www.ghuge.farm](http://www.ghuge.farm), our mobile applications or any other platform we will choose to offer our Goods or services.
- Section 3: Ordering
- 3.1. Any contract for the supply of Delivery from this Website is between you and the Partner farmer; regarding the supply of Goods or Services from this Website any contact is between you and . You agree to provide us with all the information, relating yourself and the details of your order, when placing an order. You should assure that such information is always accurate and updated.
- 3.2. In case you chose to pay with a debit or credit card you warrant that you are the legal holder of the card and the funds backing it. You should also warrant that you have sufficient funds to make the payment.
- 3.3. Any Goods and Services or Food Delivery which you might buy from this Website are intended for your use only. Resale of any of such Goods and Services or Food Delivery or

acting as an agent for a third party is forbidden under this agreement. Only when acting as a principal you should contract the Services.

- 3.4. Please note that some of our Goods may not be suitable for certain age ranges. Please make it sure, by carefully reading product descriptions, that the product or products you order suits the recipients age.
- 3.5. When ordering from this Website you may be required to provide an e-mail address and password. You must ensure that you keep the combination of these details secure and do not provide this information to a third party.
- 3.6. Any order that you place in our website or related platforms is subject to availability, delivery capacity and acceptance both by us and the Partner farmer. Once you place an order online, we will send you an email to confirm that we have received it. This email confirmation will be produced automatically and will just give you confirmation of your order details so that you can check that all details are correct. The fact that you receive an automatic confirmation does not necessarily mean that either we or the Partner farmer will be able to fill your order. Once we have sent the confirmation email we will check availability and delivery capacity.
- 3.7. If the Partner farmer you chose to order Food Delivery from accepts the contract it will confirm it to Ghuge.farm. If the details of the order are correct, the contract will be confirmed by text message (SMS).
- 3.8. In the case that Goods offered by Ghuge.farm were ordered, Ghuge.farm will confirm availability together with or separately from the partner farmer.
- 3.9. The confirmation message will specify delivery details including the approximate delivery time specified by the Partner farmer and confirm the price of the Food Delivery, Goods and Services ordered.
- 3.10. If the Food Delivery and/or Goods are not available or if there is no delivery capacity, we will also let you know by text message (SMS) or phone call.
- Section 4: Prices and Payment
- 4.1. Any contract for the supply of Food Delivery from this Website is between you and the Partner farmer; for the supply of Goods or Services from this Website any contact is between you and Ghuge.farm. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide are for your own credit or debit card and that you have sufficient funds to make the payment.
- 4.2. All prices listed on the Website are correct at the time of publication; however, we reserve the right to alter these in the future. Prices are inclusive of the relevant sales tax and delivery charges. We also reserve the right to alter the Goods or Services available for sale on the Website and to stop listing farmers, goods or services.
- 4.3. All prices listed on the Website for Food Delivery by the Partner farmer or a delivery partner listed on the Website reflect the price the Partner farmer or the third party provider charges at the time of listing. We give great care to keep them up to date. In case the price listed is not current and the farmer informs us immediately after placing the order, we will

contact you to inform you about the price difference and you can choose to opt-out of the order.

- 4.4. All prices listed on the Website for Goods and Services by Ghuge.farm reflect the price at the time of listing. We give great care to keep them up to date. In the case the price listed is not current, we will contact you to inform you about the price difference and you can choose to opt-out of the order.
- 4.5. All prices for delivery by Ghuge.farm or a third party provider assigned by Ghuge.farm listed on the Website are correct at the time of publication, however, we reserve the right to alter these in the future.
- 4.6. The total price for Food Delivery, Goods or Services ordered, including delivery charges and other charges, will be displayed on the Website when you place your order. Full payment must be made for all Goods despatched and Services provided. Payment has to be made in cash or, if available on the website, by online payment, e.g. credit or debit card.
- 4.7. If you choose online payment, you must pay for your order before it is delivered. To ensure that shopping online is secure, your debit/credit card details will be encrypted to prevent the possibility of someone being able to read them as they are sent over the internet. Your credit card company may also conduct security checks to confirm it is you placing the order.
- Section 5: Delivery
- 5.1. Delivery periods at the time of ordering should be taken into account as approximate only and thus they might vary. Goods will be sent to the delivery address you stated when placing the order.
- 5.2. If delivery is done by the Partner farmer Ghuge.farm cannot be held responsible for any untimely delivery. This will be the the Partner farmer sole responsibility.
- 5.3. In the case delivery is done by Ghuge.farm or a third party delivery partner assigned by Ghuge.farm, we will make our best effort to deliver in a timely manner. Still, we take no responsibility for late delivery.
- 5.4. In any of two cases above, all orders will be always delivered by a reputable courier. If the Goods are not delivered within the estimated delivery time quoted by us, please contact the partner farmer first. You may also contact us by telephone or email and we will try to ensure that you receive your order as quickly as possible.
- 5.5. In case of a late delivery, the delivery charge will neither be voided nor refunded by Ghuge.farm.
- 5.6. All risk in the Goods and the Food Delivery shall pass to you upon delivery.
- 5.7. If you fail to accept delivery of Food Delivery and/or Goods at the time they are ready for delivery, or we are unable to deliver at the nominated time due to your failure to provide appropriate instructions, or authorizations, then such goods shall be deemed to have been delivered to you and all risk and responsibility in relation to such goods shall pass to you. Any storage, insurance and other costs which we incur as a result of the inability to deliver shall be your responsibility and you shall indemnify us in full for such cost.

- 5.8. You must ensure that at the time of delivery of Food Delivery and/or Goods adequate arrangements, including access where necessary, are in place for the safe delivery of such goods. We cannot be held liable for any damage, cost or expense incurred to such goods or premises where this arises as a result of a failure to provide adequate access or arrangements for delivery.
- 5.9. Participating farmers, who will prepare your order, aim
  - 5.9.1. to deliver the product to you at the place of delivery requested by you in your order;
  - 5.9.2. to deliver within the time confirmed by the farmers;
  - 5.9.3. to inform you if they expect that they are unable to meet the estimated delivery time.
- 5.10. Partner farmers and we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery;
- 5.11. Please note that it might not be possible for Partner farmers to deliver to some locations. If this is the case, our Partner farmers or we will inform you using the contact details that you provide to us when you make your order and arrange for cancellation of the order or delivery to an alternative delivery address;
- Section 6: Cancellation
  - 6.1. You must notify the partner farmers immediately if you decide to cancel your order, preferably by phone, and quote your order number. If the farmers accepts your cancellation, no cancellation fee applies. If the farmers refuses cancellation, e.g. because preparation of Food Delivery has been completed and/or delivery personnel has already been dispatched, it may not be cancelled. We will not be able to refund any order, which has been already dispatched.
  - 6.2. We may cancel a contract if the product is not available for any reason. We will notify you if this is the case and return any payment that you have made;
  - 6.3. If the cancellation was made in time and once the farmer has accepted your cancellation, we will refund or re-credit your debit or credit card with the full amount within 14 days, which includes the initial delivery charge (where applicable) which you paid for the delivery of the Goods or the Services, as applicable.
  - 6.4. In the unlikely event that the Partner farmers delivers a wrong item, you have the right to reject the delivery of the wrong item and you shall be fully refunded for the missing item. If the Partner farmers can only do a partial delivery (a few items might be not available), its staff should inform you or propose a replacement for missing items. You have the right to refuse a partial order before delivery and get a refund. We are not responsible for wrong or partial delivery. The issue has to be settled directly with the Partner farmers.
- Section 7: Information
  - 7.1. Where we have requested information from you to provide Food Delivery, Goods or Services you agree to provide us with accurate and complete information.
  - 7.2. You authorize us to use, store or otherwise process your personal information in order to provide the Food Delivery, Goods or Services to you and for marketing and credit control purposes (the "Purpose"). The Purpose may include the disclosure of your personal

information to selected third parties from time to time where we believe that the services offered by such third parties may be of interest to you or where this is required by law or in order to provide the Food Delivery, Goods or Service to you. More information can be found in our Privacy Policy.

- 7.3. You are entitled to request a copy of the personal information we hold on you. Please contact us if you wish to request this information.

**Section 8: Linked Sites** There may be a number of links on our Website to third party Websites which we believe may be of interest to you. We do not represent the quality of the Goods or Services provided by such third parties nor do we have any control over the content or availability of such sites. We cannot accept any responsibility for the content of third party Websites or the Services or Goods that they may provide to you.

**Section 9: Complaints** We take complaints very seriously and place customers at the core of our processes. We aim to respond to your complaints within 5 business days. Please submit any complaints to the following email address .

#### **Section 10: Limitation of Liability**

10.1. Great care has been taken to ensure that the information available on this website is correct and error free. If it came to occur, we apologize for any errors or omissions that we might publish in our website. We cannot warrant that use of the Website will be error free or fit for purpose. We will take our best to correct such errors in a timely and effective manner. Also, Neither can we warrant that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

10.2. By accepting these terms of use you agree to relieve us from any liability whatsoever arising from your use of information from any third party, or your use of any third party website, or your consumption of any food or beverages from a Partner farmers.

10.3. We disclaim any and all liability to you for the supply of the Food Delivery, Goods and Services to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the relevant Goods or Services. We cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits to you, howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.

10.4. We do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer system via our Website.

10.5. We shall not be held liable for any failure or delay in performing Services or delivering Goods where such failure arises as a result of any act or omission, which is outside our reasonable control such as all overwhelming and unpreventable events caused directly and exclusively by forces of nature that can be neither anticipated, nor controlled, nor prevented by the exercise of prudence, diligence, and care, including but not limited to: war, riot, civil commotion; compliance with any law or governmental order, rule, regulation or direction and acts of third parties.

10.6. If we have contracted to provide identical or similar order to more than one customer and are prevented from fully meeting our obligations to you by reason of an Event of Force Majeure, we may decide at our absolute discretion which orders we will fill and to what extent.

10.7. The products sold by us are provided for private domestic and consumer use only. Accordingly, we do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the Website or for any products or services purchased from us.

10.8. We have taken all reasonable steps to prevent Internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.

10.9. In the event Ghuge.farm has a reasonable belief that there exists an abuse of vouchers and/or discount codes or in suspected instances of fraud, Ghuge.farm may cause the shopper (or customer) to be blocked immediately and reserves the right to refuse future service. Additionally, should their exist an abuse of vouchers or discount codes, Ghuge.farm reserves the right to seek compensation from any and all violators.

10.10. Offers are subject to Ghuge.farm's discretion and may be withdrawn at any time and without notice.

## Section 11: General

11.1. All prices are in Indian Rupees.

11.2. We may subcontract any part or parts of the Services or Goods that we provide to you from time to time and we may assign part or parts of our rights under these T&Cs without your consent or any requirement to notify you.

11.3. We may alter or vary the Terms and Conditions at any time without notice to you.

11.4. Payment must be made either at the time of ordering the Food Delivery, Goods or Services from us by credit card or at the time of delivery by cash. Failure to pay on time will result in the cancellation of your order.

11.5. Do not use or launch any automated system or program in connection with our website or its online ordering functionality;

11.6. Do not collect or harvest any personally identifiable information from the website, use communication systems provided by the website for any commercial solicitation purposes, solicit for any reason whatsoever any users of the website with respect to their submissions to the website, or publish or distribute any vouchers or codes in connection with the website, or scrape or hack the website.

11.7. The T&Cs together with the Privacy Policy, any order form and payment instructions constitute the entire agreement between you and us. No other terms whether expressed or implied shall form part of this Agreement. In the event of any conflict between these T&Cs and any other term or provision on the Website, these T&Cs shall prevail.

11.8. If any term or condition of our Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or condition.

11.9. These Terms and Conditions and our Agreement shall be governed by and construed in accordance with the laws of Govt of Maharashtra. The parties hereto submit to the exclusive jurisdiction of the courts of Maharashtra.

11.10. No delay or failure on our part to enforce our rights or remedies under the Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.

11.11. These Terms and Conditions and a contract (and all non-contractual obligations arising out of or connected to them) shall be governed and construed in accordance with Indian Laws. Both we and you hereby submit to the non-exclusive jurisdiction of the Indian Courts. All dealings, correspondence and contacts between us shall be made or conducted in the English language.