

STPL Terms of Sale

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1. Thank you for visiting this online store for India offering technology products & other accessories ("Products") manufactured by SanDisk Technologies, Inc. ("Manufacturer") at indiastore.sandisk.com ("Website"). The design, development, ownership and proprietary rights in the Website and its contents (unless expressly stated otherwise) are owned by the Manufacturer. The Products listed for sale on the Website are sold by the seller of record, Sanwaria Texpro Private Limited ("Distributor"), an India based company incorporated under the Indian Companies Act of 2013. The online shopping cart and checkout phases of the Website are managed and operated by the Distributor and are collectively referred to herein as the "Checkout Site." The Distributor is the official partner of the manufacturer who is authorized to sell Products in India via this Website.
 - All information collected by the manufacturer and the distributor on this Website are subject to the Distributor [Privacy Policy](#) and the Manufacturer [Privacy Statement](#), respectively (collectively, "Privacy Policies"). These Privacy Policies explain how manufacturer and distributor collect, use, and disclose information that pertains to your privacy. By using this Website, you consent to all actions taken by distributor and/or manufacturer with respect to your information in compliance with applicable data laws of privacy in India.
 - The following terms and conditions in this Terms of Sale, together with the manufacturer's [Terms of Use](#), and the Privacy Policies (collectively, the "Agreement") and applicable laws govern your access to and use of this Website. By agreeing to the Terms of Use you give the consent to the Distributor and/or Manufacturer to take all the actions with respect to your information.
 - Additional terms and conditions may also apply to specific portions, services or features of this Website. All such additional terms and conditions are hereby incorporated by this reference into the Agreement and be applicable to execution of this agreement.
 - This Website is offered and available to users who are eighteen (18) years of age or older and reside in India or any of its territories or possessions. By using this Site, you represent and warrant that you are of at least eighteen (18) years of age. Manufacturer and Distributor shall not be held liable for any unauthorised access.
 - If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your username, password or other security information. You agree to notify STPL immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or

record your password or other personal information. Manufacturer and Distributor shall not be held liable for any unauthorised access.

- Distributor has the right to disable any username, password or other identifier, whether chosen by you or provided by Distributor, at any time in our sole discretion for any or no reason, including if, in Distributor sole discretion, you have violated any provision of the Agreement.
- This Website is designed for sales to customers in India (the "Territory"). If you are not located in the Territory and Products are available for purchase in your country of residence through one of Manufacturer's other websites, you can purchase those Products through such other Sites. If you choose nevertheless to purchase through this Website, and you are not a resident of a country in the Territory, the sale will be governed by these Terms of Sale and the laws of your own country may not apply.
- Delivery shall be to a valid address within the Territory submitted by you and subject to our acceptance ("Delivery Address"). You must check the Delivery Address on any order acknowledgement or acceptance we provide. If you have provided us with an incorrect Delivery Address, you must notify us immediately. We reserve the right to charge you for any extra costs arising from changes you make to the Delivery Address after you submit an order. Changes that you make to the Delivery Address after submitting an order may cause a delay in the delivery of your order. Manufacturer and Distributor shall not be held responsible for any consequences arising out of same.
- Distributor reserves the right to update or modify these Terms of Sale at any time without prior notice. Your use of this Website following any such change constitutes your agreement to follow and be bound by the Terms of Sale as and when they are modified. By electronically accepting this Agreement, you confirm your acceptance has the same force and effect as execution and delivery of a written agreement with your signature.
- This Terms of Sale is between Distributor (which expression shall, unless repugnant to or inconsistent with the context, mean and include the successors and permitted assigns) of the One Part and you, the user of the Website as a website visitor or as a person intending to make a purchase or actually making a purchase through this Website.
- In no event shall Distributor or its licensors, partners or service providers (collectively, "Licensed Parties") be liable for any damages whatsoever arising out of, or in connection with, your access to this Website or any information contained at the Website or any linked websites. In particular, Distributor and the Licensed Parties shall not be liable for special, indirect, consequential or incidental damages, whether an action alleging such damages is brought in contract, negligence or tort. Distributor and the Licensed Parties will not be held responsible for any liability arising out of the conduct of its employees, associates, contractors and suppliers that may cause any financial or other loss to you. You further agree that you shall, and Manufacturer and Distributor assumes that you shall, ensure that there is adequate protection and backup of any data and/or equipment used in connection with the Products purchased through the Website and you agree that therefore Distributor and the Licensed Parties will not be liable for any loss of data, loss of content, inaccurate output, work delays, or lost profits resulting therefrom.

- No part of the Website, the designs or the terms and references within shall be copied or transmitted for commercial purposes. Nothing contained in this Agreement shall give or be deemed to grant, whether directly or by implication, you any right, title or interest in or to the ownership or use of the trademarks and intellectual property. Purchases of Products on this Website does not transfer any of the intellectual property related to the Products, their design or concepts to you.
- This Website may contain hyperlinks to websites operated by parties other than Distributor and / or the Licensed Parties. Such hyperlinks are provided for your reference only. Neither Distributor nor the Licensed Parties control such websites and are not responsible for their contents. The inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators by Distributor and/or the Licensed Parties.
- In no event shall Distributor be liable for any damages whatsoever arising out of, or in connection with, your access of this Website or any information contained at the Website or any linked websites.
- Any fraud, neglect, deliberate omission, wrongful act or default conducted by you will be subject to legal action and Distributor will not be responsible for your actions. Furthermore, you agree to defend, indemnify and hold Distributor and the Licensed Parties harmless from and against any and all claims, damages, costs and expenses, including advocate's fees, arising from and related to your access and use of the Website. Distributor and the Licensed Parties shall not be liable for any loss or damage arising from its failure to perform any of its obligations under this Agreement if such failure is the result of circumstances outside its control including but not limited to the outbreak of war, any governmental act, act of war, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause, whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway or outbreak of any communicable disease or any other force majeure, fire, flood or any other act of God.
- Distributor may at any time make changes to the policies and terms and conditions including the privacy policy, shipping policy, return policy without any prior notice and it may do so with no prior permissions from users of the Website or service.
- Distributor is a channel for sales and as such aims to make information about products and services accurate. However, should there be any unintentional errors relating to the product, pricing, availability, shipping and product supply, Distributor will make good by correcting the amount (if incorrectly charged) and will have the right to make changes to the Website to correct the errors without any obligation to supply the Product or service at the previously published incorrect price or description.
- This Website is solely a channel for sale of Products that are manufactured by Manufacturer and Distributor is not responsible for any consequences that arise from use of these Products. The buyer or user of the Product needs to make their own judgment of the safety and risks associated with various Products that may be sold and are solely responsible for the consequences of use of these Products.
- Upon purchase of the Product, you will be entitled to the warranty as provided with the Product. Distributor will not be responsible or liable to comply with any warranties over and above or in addition to the warranties provided with the Product and/or under applicable laws. Without derogation from any warranties that may apply under applicable legislation, to the fullest extent permissible under applicable law, Distributor and Manufacturer do not make, and hereby disclaim, any and all implied warranties, including implied warranties of merchantability, fitness for a particular purpose, non-infringement of third party rights, and any warranties arising from a course of dealing, usage, or trade practice. Additionally, Distributor and Manufacturer do not warrant that the software will operate without

interruption or error or that the software will be free of bugs, viruses, Trojan horses, destructive computer codes, or the like. To the fullest extent permitted by applicable law, all warranties are personal to you and are non-transferable and non-assignable, and any warranties provided for the Products only extend to you on the understanding that you have not purchased such Products with a view to selling them.

- Products sold through this Website to individual consumers are solely for their personal use. Manufacturer does not appoint you or anyone acting on your behalf as a reseller, distributor or other agent or representative of the Products, and therefore purchase of Products for resale is strictly prohibited. Purchase for resale means the purchase of a Product by someone who resells, or intends to resell, the Product to others (consumers, businesses or any third party). If Distributor or Manufacturer believes you are involved in purchase for resale, Distributor and Manufacturer reserve the right to restrict sales to you, to cancel your orders, and/or to suspend or close your account, in addition to taking legal action.
- All uses on this Website of the terms “sell,” “sale,” “resell,” “resale,” “purchase,” “price” and the like when used in reference to software mean the purchase of a limited license to use the software in accordance with the license terms made available for such software. Each software product and service made available on this Website is licensed, not sold.
- Shipping of Products will be done by the method indicated in the order. If, for any reason the products are sent using an alternate method, other than the one indicated in the order, you will not need to pay any additional charges for this.
- The product colour, actual size and accessories may vary from the visual representation on the Website.
- You will be required to pay for the products ordered through the Website up front through Credit card, Debit Card, Internet banking, Wallet or EMI Option available on the Website. Any order placed with Distributor cannot be cancelled once it has been processed.
- It is clarified that the Licensed Parties are not parties to this Terms of Sale. Further, you are not a party to the agreement between Distributor and any of the Licensed Parties. This Agreement does not accord, and you disclaim any rights to bring any action against the Licensed Parties based on or relying on any terms and conditions of this Agreement.
- Distributor has the right to assign or transfer all or part of its rights or obligations under this Agreement without prior notification. You will not assign any of your rights or delegate any of your obligations under these Terms of Sale without Distributor prior written consent. Any purported assignment or delegation in violation of these Terms of Sale is null and void. No assignment or delegation relieves you of any of your obligations under these Terms of Sale.
- The failure by STPL to enforce any right or provision of these Terms of Sale will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Distributor.

2. GOVERNING LAW AND DISPUTE PROCESS

- This Terms of Sale shall be subject to and construed in accordance with the laws of India and the Parties hereby submit to the exclusive jurisdiction of the courts of Mumbai.
- In the event of any disputes, differences or controversies between the Parties hereto, out of or in connection with the provisions of this Terms of Sale, or any action taken hereunder, the Parties hereto shall thoroughly explore all possibilities for an amicable settlement. In case an amicable settlement cannot be reached, such disputes, differences or controversies shall be referred to

arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 including any amendment or re-enactment thereof. The proceedings of such arbitration shall be conducted in English language and the venue of such arbitration shall be Mumbai. The award of such arbitration shall be final and binding upon the Parties hereto.

3. NOTICES

- All notices, demands or other communications required or permitted to be given or made under or in connection with this Terms of Sale shall be in writing and shall be sufficiently given or made (i) if delivered by hand, or (ii) sent by pre-paid registered post, addressed to Sanwaria Texpro Private Limited, at the following address:-

1. UNIQUE INDUSTRIAL ESTATE CHS. LTD., 206, 1ST FLOOR, CHAKALA ROAD, ANDHERI EAST, Mumbai, Maharashtra, 400099 email id sandisk.stpl.support@onlinestpl.co.in

4. PAYMENT, DELIVERY, AND RETURN POLICY

Any order placed by you is subject to this Payment, Delivery and Returns Policy ("Payment Policy"),

- To place an order you will need to complete the transaction on the Website. This may or may not be assisted with a phone call with the customer service representative. By placing an order on the Website or on phone, you are agreeing to this Terms of Sale and Payment Policy published in the appropriate section of the Website.
- After you have made your selection and added Products to your shopping cart, you will need to proceed to the checkout section.
- In this section you will be asked for address and other contact information as well as payment related information. Once the payment transaction has been successfully completed, your order will be processed on receipt of the funds from the bank or credit card company. It is at this stage that the sale is said to be complete. Thereafter your Products will be shipped based on product availability and completion of logistics operations related to the same.
- **Payment Options**
- The following modes of payments are available:
 1. Domestic and international credit cards issued by banks and institutions that are part of the Visa & Mastercard Network
 2. Visa Debit cards
 3. Netbanking/Direct Debit payments from select banks in India.
 4. A full list is available at the time of check out and prior to making payments for purchases
 5. Distributor or Manufacturer reserves the right to modify changes in the above mode
- As prescribed by the financial institutions issuing the credit or debit cards affiliated with Visa and Mastercard you will be required to submit your 16-digit credit card number, card expiry date and 3-digit CVV number (usually on the reverse of the card) when you make your online transaction using your Credit or Debit card. You should also have enrolled your credit card with VBV (Verified by Visa) or MSC (Mastercard Secure Code) to complete the transaction.

5. THIS SECTION IS INTENTIONALLY DELETED.

6. PRODUCT PRICING

- Product prices listed on the website are current. While every care has been taken to label the products accurately, errors in data entry and updates may occur. We reserve the right to cancel the order in case a transaction has been made where the price indicated was not the correct price. In the rare event that happens, we will give a full refund of all money received from the customer.

- Prices are subject to change without advance notice.
- All prices on this Website are in Indian Rupees.
- All orders are acknowledged at current pricing. We will bill at price in effect at the time of receipt of money and raising of an invoice.
- Our products are liable for GST in India. GST is included in the price mentioned on the website. Break-up of all taxes will be provided in the Invoice.

7. SECURITY

- Credit card and debit card information is not stored by us and is not taken by us. This information is taken directly by the payment gateway provided who is authorised and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is associated with for the service.

8. OUT OF STOCK SITUATIONS

- Our endeavour is to ensure that all Products listed on the Website are available in stock for despatch to the buyer. However, in case the same is not available for any reason, we will contact you within 3-4 business days and give you the option to exchange, delay or cancel the order based on your convenience. In case you would like to alter, exchange or cancel the order, your written request needs to be sent to us at sandisk.stpl.support@onlinestpl.com
- Distributor is liable to deliver the products only to the extent of the stocks.
- Neither the Manufacturer nor the Distributor shall make refunds, accept returns and or allow exchanges for all Configured to Order (CTO) products.
- Goods not shipped from Distributor's warehouse: In cases where the goods have not been shipped from the warehouse and a cancellation request is generated, then the order will be cancelled. Therefore, the orders so placed can be cancelled within 24 hours or the date of shipment whichever is earlier.
- If Goods have been shipped from Distributors warehouse: In cases where the goods have been shipped from the warehouse and a cancellation request is generated, then the order will not be cancelled.
- Our Endeavour is to ensure that products are available with us all times. However in cases where the products are not available and not likely to be available for a reasonable period of time, the full refund will be given to the customer after informing the customer via email and phone. No charges will be levied on the customer. Refunds will be processed, within 72 hours of receiving the request in writing from the customer who has placed the order (i.e., if the order is placed through a credit card, then the refund will be transferred through the payment gateway to the same credit card). Once the transfer is initiated the customer will be given a bank reference ID for the refund process. The transfer of refund is done through third party gateways and will take between 7-10 working days to reflect in the customer's account.
- Any change in the policy will be at the sole discretion of Distributor. By accepting this policy you are accepting the terms, conditions, and charges as mentioned in the policy.

9. GOODS AND SERVICES TAX (GST) POLICY

- Goods and Services Tax (GST) is an indirect tax (or consumption tax) used in India on the supply of goods and services. It is a comprehensive, multistage, destination-based tax: comprehensive because it has subsumed almost all the indirect taxes except a few state taxes. Multi-staged as it is, the GST is imposed at every step in the production process but is meant to be refunded to all parties in the various stages of production other than the final consumer and as a destination-based tax, it is collected from point of consumption and not point of origin like previous taxes.
- Goods and services are divided into five different tax slabs for collection of tax - 0%, 5%, 12%, 18% and 28%. However, most electronic goods are expected to be in the 18% tax range.
- The tax came into effect from 1 July 2017 through the implementation of the One Hundred and First Amendment of the Constitution of India by the Indian

government. The GST replaced existing multiple taxes levied by the central and state governments.

- The tax rates, rules and regulations are governed by the GST Council which consists of the finance ministers of the central government and all the states.

10. TAX COLLECTION AT SOURCE

- Total tax charged includes all transaction tax (GST) but excludes TCS which will be charged separately if applicable. The Finance Act, 2020 has introduced Tax Collection at Source ("TCS") provisions (effective from 1st October 2020 or such further date as notified by the Government hereinafter known as "effective date") in the Income-tax Act, 1961 ("the Act") requiring a seller to collect TCS on consideration for sale of goods in excess of the prescribed threshold limit (i.e. INR 50 lakhs or any other limit as prescribed by the Government) in aggregate in a financial year.
- Accordingly, if the cumulative consideration for sale of goods (including sale of goods made prior to effective date) receivable by Distributor (on or after the effective date) in a financial year(s) or if the cumulative gross value of goods sold (inclusive of taxes) in a financial year, exceeds the prescribed threshold, TCS would be charged / collected at the applicable rates* on such consideration receivable or on such gross value of goods sold (inclusive of taxes), on or after the effective date. Distributor, in accordance with the provision of the Act, reserves the right to charge / collect / adjust TCS through an intimation in any form including by way of a debit / credit note, invoice or any other means.
*Applicable Rate at which TCS would be charged is tabulated below (or as amended by the Government from time to time):

PAN Available	No PAN
0.1%	1%