

Terms of Use

1. GENERAL

1.1. These terms of offer for sale ("Supply Terms") apply to products and services purchased from Kraft-Obench (Identified personnel – "Sales Team") and www.kraft-obench.com ("the Website") which is a website owned and operated by KRAFT-OBENCH LLP, a company duly registered and incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008, whose address is at RZ/H2/60/B, Second Floor, Mahavir Enclave, Bengali Colony Palam, South West Delhi, New Delhi – 110045, India. Under these Supply Terms the users of the website and Kraft-Obench's Products/Services will be referred to as ("You" or "Your" or "Yourself" or "User" or "Customers").

1.2. PLEASE READ THESE SUPPLY TERMS CAREFULLY BEFORE PURCHASING ANY PRODUCTS OR AVAILING ANY SERVICES FROM THE SALES TEAM OR ON THE WEBSITE. ANY PURCHASE MADE BY YOU THROUGH EITHER SHALL SIGNIFY YOUR ACCEPTANCE OF THE SUPPLY TERMS AND YOUR AGREEMENT TO BE LEGALLY BOUND BY THE SAME. IN ADDITION TO THE FOREGOING, YOU SHALL ALSO BE BOUND BY THE TERMS OF USE OF THE WEBSITE, OR ADDITIONAL TERMS WHICH ARE DISPLAYED WITH THE SELECTION OF THE PRODUCT, IF ANY ("ADDITIONAL TERMS"). IF THERE IS ANY CONFLICT BETWEEN THE SUPPLY TERMS AND THE ADDITIONAL TERMS, THE ADDITIONAL TERMS SHALL TAKE PRECEDENCE IN RELATION TO THAT SALE TO THE EXTENT OF SUCH CONFLICT.

1.3. IF YOU DO NOT AGREE WITH THE SUPPLY TERMS, PLEASE DO NOT PURCHASE FROM KRAFT-OBENCH (SALES TEAM OR WEBSITE).

2. BUSINESS

2.1. The Website is a platform to share information for sale of furniture and Work From Home equipments merchandise ("products") and allied services ("services") offered by Kraft-Obench and the purchase of products and service by you. For point of clarity, the products and services are manufactured and sold, under the brand "Kraft-Obench", which is owned by Kraft-Obench LLP. Kraft-Obench also delivers the products to You directly or through its authorised partner.

2.2. Kraft-Obench has the right to change or discontinue any products and service at any time, without notice. Kraft-Obench may add or modify the procedures, modes, processes or conditions of purchase at any time. Kraft-Obench shall not be liable to You or to any third party for any modification, suspension or discontinuance of any product or any aspect of the services.

3. PRODUCTS AND SERVICES

3.1. Kraft-Obench sells a variety of products. Services, such as shipping, in relation to the products shall be per the Kraft-Obench's policy (Terms of Use), which may be changed by Kraft-Obench from time to time.

4. SERVICES

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4.1. You should take all responsibility for Your own actions in utilizing the products and service and the Website in relation to the services availed or purchased by You and Kraft-Obench shall not be liable for any such action or consequence thereof.

4.2. You represent that You are of legal age to form a binding contract and are not a person barred from purchasing products or receiving services under the laws as applicable in India.

5. PRICING INFORMATION

5.1. The Pricing Information relating to the product shall be as displayed on the Website and as disclosed to You at the time of Your purchase/order.

5.2. Kraft-Obench does not guarantee that the price will be the lowest for similar products within any given locality, city, region or geography. Prices and availability are subject to change without notice or any consequential liability to You.

5.3. While Kraft-Obench strives to provide accurate information relating to products and services including pricing information, but typographical and other errors may occur. In the event that a product or service is listed at an incorrect price or with incorrect information due to an error, Kraft-Obench will have the right to modify the price of the product or services and contact You for further instructions via e-mail address provided by You at the time of registration, or cancel the order and notify You of such cancellation. If Kraft-Obench cancels the order after the payment has been processed, the said amount will be remitted to Your account from which the payment was made.

5.4. The following discount coupons are not allowed to be used during the sale period: Employee discounts, Employee Referrals & Sign-up Promotion (FTC), if any. All vouchers which are equivalent to cash will still be applicable - Customer referral codes and vouchers, Large Cart Vouchers, any replacement/gift vouchers customers might have received. Kraft-Obench reserves the right to change the discounts offered at any time during the sale and without prior notice.

6. CREDIT/DEBIT/BANK TRANSFER DETAILS

You might be required to provide Your Credit Card/Debit Card/ Bank Transfer (“E-Mandate”, as applicable) details to the approved payment gateways while making the payment. In this regard You agree to provide valid, correct and accurate Credit Card/Debit Card/ Bank Transfer details to the approved payment gateways for purchasing products or availing services from Kraft-Obench. You shall not use the Credit Card/Debit Card/ Bank Transfer that is not lawfully owned by You. The information provided by You will not be utilized or shared with any third party unless required in relation to fraud verifications or by law, regulation or court order. You will be solely responsible for the security and confidentiality of Your Credit Card/Debit Card/ Bank Transfer details. Kraft-Obench expressly disclaims all liabilities that may arise as a consequence of any unauthorized use of Your Credit Card/Debit Card/ Bank Transfer.

7. DELIVERY OF THE PRODUCT

7.1. Your shipping address and pin code will be verified for serviceability with the database of Kraft-Obench before You proceed to pay for Your purchase. If Your order is not serviceable by representatives of Kraft-Obench or the area/pin code is not covered, we will request You to provide us with an alternate shipping address which we expect to have within Kraft-Obench’s serviceable area. If there is any dispute regarding the shipment of the product or delivery of services for the area not covered by Kraft-Obench, Kraft-Obench will not be responsible for the non-delivery of the product or services. You can make purchases from the Sales Team from anywhere in the world but the shipping address must be within India, in an area serviceable by us.

7.2. In case You book multiple orders for the products and services in one transaction, efforts will be made to ship all products together. However, this may not always be possible. Once the products ordered by You reach the nearby delivery centre and Kraft-Obench makes Delivery Attempt once, and You cancel the delivery the products, Kraft-Obench will try to hold the products in the delivery centre for a week, beyond which if You do not take the delivery of the products, Kraft-Obench shall be free to cancel the order.

8. CANCELLATIONS, RETURNS AND REFUNDS

CANCELLATION:-

8.1. Cancellation prior to delivery: You can cancel your order for any product at any time prior to its delivery/installation (as applicable). Post-delivery/installation (as applicable), you will be charged 100% of the order value for cancellation. For cancellation requests please write to us at contact@kraft-obench.com . However, in case of any Made To Order product (“MTO”) cancellation within 24 hours of placing the order, a full refund will be initiated. Post the 24-hour window, you will be charged 25% of the order value as a restocking fee. Post-delivery/installation (as applicable), you will be charged 100% of the order value for cancellation.

8.2. Cancellation after delivery/installation: Post-delivery/installation (as applicable), you will be charged 100% of the order value for cancellation.

8.3. Items bought on discount during sale are not eligible for cancellation after delivery.

8.4. In case, you receive a damaged product, please bring it to the notice of the delivery personnel, Service Associate or other responsible personnel immediately. In case you notice an issue later, please write to us at contact@kraft-obench.com. Damage or defect will be assessed in 1-2 days and a solution may be offered. If in the opinion of Kraft-Obench the product is defective, the product may be replaced or any other corrective measure may be taken, as deemed appropriate by the representative of Kraft-Obench, to address the issue. However, if in the opinion of Kraft-Obench there is no defect in the product, Kraft-Obench shall return the same product back to you and no further action will be taken. Kraft-Obench shall have the sole right to determine whether a product is defective or not.

8.5. The cancellation policies mentioned here do not apply to certain pin codes. To know the specific cancellation policy for your delivery location, please connect at info@kraft-obench.com

RETURNS OR REPLACEMENTS:-

8.6. If you happen to receive a damaged or defective product, or a product that does not comply with the specifications as per your original order, you can return it on the spot, at the time of delivery. No requests for return will be accepted post-delivery.

REFUNDS:-

8.7 If you are eligible for a refund or a promotional code (as the case may be), the same shall be given to You as per the following guidelines -:

a) All refunds process initiation shall be subject to pick up of all cancelled items from Your/customer's premises.

b) The refund amount for the orders paid online or paid via credit/debit card/ bank transfer at the time of delivery will be refunded within 7-10 working days from the date of initiating the refund through the online account, or will be refunded to the same card, depending on the most suitable circumstances as determined by Kraft-Obench.

c) The refund vide a promotional code, for the orders paid online will be provided to you within 7-10 working days through hard copy or e-mail depending on the most suitable circumstances as determined by Kraft-Obench.

d) A promotional code once used shall not be re-activated in case of cancellation of order, either by the customer or by Kraft-Obench.

9. Shipping And Delivery

9.1. In case we are yet to start delivery and post sales services in your city, whenever Kraft-Obench finds it operationally possible, we may deliver the product at your doorstep (provided a) You make advance payment of the entire order amount at the time of placing the order and b) the transportation cost is borne by you at actuals in advance). For such areas we will not be able to provide installation service and the products will not be covered under any warranty. However, at Kraft-Obench's sole discretion, Kraft-Obench may solve any post sales related issues and provide installation services, provided you get the product to the nearest Delivery Center at your own cost and risk. Please get in touch at info@kraft-obench.com for further enquiries.

9.2. Please note Kraft-Obench does not give any kind of After Sales service where the sales have been made to business or corporate offices.

9.3. The prices on website are subject to price fluctuations, due to various factors. Once an order is placed by you, you will be liable to pay such amount as confirmed by the Sales Team or Website on the date of the order and the invoice.

9.4. We deliver to certain pin codes only conditionally. In such cases, you may need to make an advance payment to be eligible for delivery. For such locations, warranty, and after-sales service will also not be available. To know the exact conditions for your delivery location, please write it to info@kraft-obench.com

9.5. All services are provided on an "as is" basis. Kraft-Obench makes no warranties, whether express or implied, in relation to the services, in particular those of merchantability, non-infringement or fitness for purpose.

10. Warranties and Claims.

Please note the standard warranties and the conditions for usage of the products in relation to each product. No claim (a) that is contrary to the above or (b) where products have been used contrary to the conditions of usage; will be entertained.

11. Indemnification and Limitation of Liability

11.1. You agree to indemnify, defend and hold harmless Kraft-Obench from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Kraft-Obench that arise out of, result from, or may be payable by virtue of, any breach of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these terms or any additional terms applicable to the purchase of products and/or services.

11.2. In no event shall Kraft-Obench, its officers, directors, employees or partners be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not Kraft-Obench has been advised of the possibility of such damages, or based on any theory of

liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with Your purchase of the products and services herein. Notwithstanding anything to contrary, Kraft-Obench's entire liability to you under this Terms of Use - Sale or otherwise shall be limited to the refund of the moneys paid by you, for any product or service in connection with are which the claim has arisen, which amount shall be refunded You.

12. Governing Law

12.1. These Supply Terms and the relationship between you and Kraft-Obench shall be governed in accordance with the laws of India without reference to conflict of laws principles.

12.2. All claims, differences and disputes arising under or in connection with or in relation to these Supply Terms or any transactions entered into on or through the website or the relationship between You and Kraft-Obench shall be subject to the exclusive jurisdiction of the courts at South West Delhi District and You hereby accede to and accept the jurisdiction of such courts.