



# Terms and conditions

Welcome to vanamoolika.com, an online marketplace (the “website”, “platform”) operated by Vanamoolika Herbals & Research Pvt Ltd, registered under number CIN: U74990KL2014PTC036082 (the “company”, “us”, “we”) with its registered office at Mullenkolly, Pulpally, Kerala - 673579, India.

By using or accessing this website and/or by placing an order you agree to be bound by the Terms and Conditions hereafter, which govern the relationship between Vanamoolika Herbals & Research Pvt Ltd and you, the buyer. If you do not agree to be bound by these Terms & Conditions you may not use or access the website. Vanamoolika Herbals & Research Pvt Ltd provides a platform for the primary purpose of enabling buyers to buy the products and services available on the website. The website is provided solely for your personal use. You may not use the website for any commercial purpose. You must be 18 years or over to purchase goods from this website.

These terms and conditions may change from time to time so please check and read them regularly.

## 1. Terms and conditions for using the platform

### 1.1 Registration

By registering for an account or buying on the website you confirm that you have understood and accepted Vanamoolika Herbals & Research Pvt Ltd Terms and Conditions. You warrant that the information you have supplied as part of the registration process is accurate and that you will notify us of any changes. You are responsible for safeguarding the security of your account, including keeping your password confidential. Unless agreed by us in writing, all users of the website are limited to one account. We reserve the right to reject any registration and refuse use of the platform for any reason, at our sole discretion.

## 1.2 Description and use of our platform

We provide a platform for the primary purpose of enabling users to buy our products and services. When you make a purchase it does become a legally binding contract between you and Vanamoolika Herbals & Research Pvt Ltd.

## 1.3 Conduct and behavior

You may only use the website and its services for its primary purpose.

In your interactions, you must at all times remain courteous and polite and not use any nicknames, comments, product descriptions or messages that are obscene, discriminatory, offensive or discourteous. You are responsible for all data transferred from your systems to our website and services and shall bear all liabilities in any way connected to such data and content.

**You must not:**

- Use vanamoolika.com or any of its services for any unlawful activity;
- Do anything that causes damage or disruption to the website or its services;
- Send malicious information to any party using our services (including viruses, Trojans, adwares, worms, spam);
- Use the website or services for commercial solicitation, or use any data obtained from or via our website without our prior consent;
- Transfer your account to another party without our prior consent;
- Provide us with false, inaccurate or misleading information;
- Attempt to manipulate transactions or tamper with the website in any way.

## 1.4 Use of data

In the course of our operation we collect data from users. You accept that your personal data might be shared with us as per our Privacy Policy. Please review our Privacy Policy in full for details on how your personal data is used.

## 1.5 Disclaimer of warranties

We do not represent or warrant that the website will be error-free, uninterrupted, free from third party attacks or otherwise available at all times to meet your requirements.

Vanamoolika Herbals & Research Pvt Ltd guarantees that the delivered products are the same as those shown and described in the Website. Liability lies with the Producer for all Products sold. The Producer is also responsible for the truthfulness and completeness of the information on the packaging.

In the event of lack of conformity of the Products sold by World of Origins, you must immediately contact us on [vanamoolika@gmail.com](mailto:vanamoolika@gmail.com). Please ensure you provide a clear statement with your order number, full name, geographical address and details of the goods. Before returning any products you will need a written confirmation from us agreeing to the return. We might request additional information or photographs before we agree to any returns. Prior to returning your goods to us, you must retain and take reasonable care of the goods. Any goods should be returned in their original and unused condition (with original packaging), with all labels still attached. If labels or seals are removed/tampered with, the goods will be considered used. Sale of Products to private consumers is subject to the obligatory legal warranties established in the Consumer Code. If a product is faulty/damaged the Customer is entitled, as long as the type of Product so permits, to a replacement. If you wish to cancel your order within 14 days of receiving the goods, you will return the goods, at your cost, to the address confirmed on our email. The Customer forfeits these rights if he/she fails to report the lack of conformity to Vanamoolika Herbals & Research Pvt Ltd within 14 days from the date on which the goods were received unless the Product, by its nature, is perishable or subject to expiry within a shorter term, in which case please refer to our returns policy for perishable items.

## **1.6 Limitation of liability**

**TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, VANAMOOLIKA.COM EXCLUDES LIABILITY FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THE WEBSITE INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF BUSINESS LOSS OF DATA AND ANY CONSEQUENTIAL LOSS, CLAIMS OR REMEDIES IN TORT, WHETHER OR NOT ARISING FROM ITS NEGLIGENCE.**

This Agreement shall not exclude liability for death or personal injury resulting from our negligence, or any liability that cannot be limited or excluded by law.

## **1.7 Force Majeure**

We will not be obliged to fulfill the responsibilities detailed in the terms and conditions in circumstances beyond reasonable control. These include but are not

limited to earthquakes, floods, fire, plague or other natural disasters, terrorism, riots, civil disturbances, war, strikes, nuclear or chemical contamination, failure of public infrastructure, national emergency, inclement weather or acts of God. Duties and obligation will be postponed for the period of the Force Majeure.

## **2. Perishable items**

### **2.1 Returns**

For the avoidance of doubt, it is not possible to return fresh or frozen, perishable or custom-made food or drinks unless they are supplied in breach of applicable regulations.

For general refunds and returns policy please refer to Buyer terms and conditions.

## **3. Buyer terms and conditions**

### **3.1 Purchase**

To make a purchase from the website you must register for an account as a buyer. Your use of the website implies your acceptance of our terms and conditions and Privacy Policy.

We accept payments using Visa, Mastercard or American Express cards.

When you place an order, you authorise our technical partner Razorpay to take payment for the purchase price and are deemed to transact subject to our terms and conditions. An order is deemed to be accepted by us when you receive an email confirmation that order has been dispatched.

### **3.2 Limitation of liability**

VANAMOOLIKA HERBALS DOES NOT REPRESENT OR WARRANT THAT INFORMATION PROVIDED BY SELLERS, SUCH AS NUTRITION, INGREDIENT, ALLERGEN AND OTHER PRODUCT INFORMATION IS ACCURATE OR COMPLETE. VANAMOOLIKA.COM SHALL NOT BEAR ANY DIRECT OR INDIRECT LIABILITY

FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OF ANY PRODUCTS OFFERED FOR SALE OR RELIANCE ON ANY ADVERTISEMENT DISPLAYED ON THE WEBSITE.

In no event shall vanamoolika.com be held liable for online advertisements, editorial features or recommendations about diets and/or particular products or services that may be suggested for particular purposes or expectations. No such representations or recommendations that may be displayed on Vanamoolika.com should serve as a substitute for professional advice.

You should not rely solely on the information presented on the website.

### **3.3 Refunds**

You have 14 days in which to request to cancel the order, starting the day after the goods have been received. For the avoidance of doubt, it is not possible to return fresh or frozen, perishable or custom-made food or drinks unless they are supplied in breach of applicable regulations.

Before returning any products you will need a written confirmation from us agreeing to the return. For this you must immediately contact us on vanamoolika@gmail.com. Please ensure you provide a clear statement with your order number, full name, geographical address and details of the goods.

If the goods are eligible for a return and refund, they must be returned to us within 14 days of your notification of cancellation. We recommend that proof of postage be obtained. The items must be returned in their original undamaged packaging and labels, together with any accessories, booklets or free gifts.

If the goods have been handled unnecessarily, other than to establish their nature, character and function, you will be liable for any diminished value or we can refuse a refund.

We have the right to decline or cancel any orders placed where prices or information appear to be incorrect, due to typographical error or otherwise, whether or not the order has been confirmed. In case such cancellation occurs after your credit card was charged, we will issue an immediate and full refund for the transaction amount to the payment method used.

### **3.4 Termination**

We reserve the right to suspend or terminate your account if you are in breach of the terms and conditions without notice.

## **4. No partnership or agency**

Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

## **5. Jurisdiction**

This agreement shall be governed by and construed in accordance with the laws of England and Wales. Any matters arising in connection to this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.