

CONDITIONS OF SALE

Please read these conditions carefully before placing an order for any products with Amalgamated Plantations Private Limited (hereinafter also referred to as "**The Company**", "**we**", "**us**", "**our**" wherever applicable) on www.amalgamatedplantations.co.in (hereinafter also referred to the "**Site**"). These conditions signify your agreement to be bound by these conditions.

CONTRACT

Your order is an offer to us to buy from us the product(s) in your order. When you place an order to purchase a product from us, you will receive an e-mail confirming receipt of your order and containing the details of your order (hereinafter also referred to as the "Order Confirmation E-mail"). The Order Confirmation E-mail is an acknowledgement that we have received your order, however the same does not confirm acceptance of your offer to buy the product(s) ordered. We only accept your offer and conclude the contract of sale for a product ordered by you, when the product is dispatched to you and an e-mail confirmation is sent to you that the product has been dispatched to you (hereinafter also referred to as the "Dispatch Confirmation E-mail"). If your order is dispatched in more than one package, you may receive a separate Dispatch Confirmation E-mail for each package, and each Dispatch Confirmation E-mail and corresponding dispatch will conclude a separate contract of sale between you and us for the product(s) specified in that Dispatch Confirmation E-mail.

Your contract is with us (the Seller) and you confirm that the product(s) ordered by you are purchased for your internal/personal purpose and not for re-sale or business and/or any commercial purpose. You authorize us to declare and provide a declaration to any governmental authority on your behalf stating the aforesaid purpose of the products ordered by you on the website.

You can cancel your order for a product at no cost any time before we send the Dispatch Confirmation E-mail relating to that product.

We may sell products only in quantities which correspond to the typical needs of an average household. This applies both to the number of products ordered within a single order and the placing of several orders for the same product where the individual orders comprise a quantity typical for a normal household.

PRICING AND AVAILABILITY

We list availability information for products sold by us on the Site, including on each product information page. Apart from what we say on that page or otherwise on the website, we cannot be more specific about availability. There is no guaranteed dispatch time and none should not be relied upon or construed as such. As we process your order, you will be informed by e-mail if any products you order turn out to be unavailable.

Normally all prices are inclusive of Goods and Services Tax ("GST"), duties and cesses as applicable - unless stated otherwise.

TAXES

You shall be responsible for payment of all fees/costs/charges associated with the purchase of products from us and you agree to bear any and all applicable taxes including but not limited to GST and/or any other duties and cesses etc.

USAGE BY MINORS

The ability to purchase any of our products using our Site is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e. under the age of eighteen years, you may purchase only with the involvement of a parent or guardian.

COMMUNICATIONS

When you send e-mails to us, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us. We may communicate with you by e-mail, SMS, phone call or by posting notices on the website or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e-mails or phone calls from us with respect to your order.

LOSSES

We will not be responsible in any manner for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss when a contract for the sale of goods by us to you was formed.

ALTERATION OR AMENDMENTS TO THE CONDITIONS

We reserve the right to make changes to any and all of our policies, including but not limited to these Conditions of Sale at any time without prior notice. You will be subject to the policies and Conditions of Sale in force at the time you order goods from us unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you).

EVENTS BEYOND OUR REASONABLE CONTROL

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any reason which is beyond our reasonable control.

WAIVER

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

SEVERABILITY

If any provision of the Conditions of Sale are deemed unlawful, invalid, or unenforceable by a competent court for any reason, then that provision shall be deemed severed from these Conditions, and the remainder of the Conditions shall continue in full force and effect.

GOVERNING LAW AND JURISDICTION

These conditions are governed by and construed in accordance with the laws of the Republic of India, and the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree, as we do, to submit to the exclusive jurisdiction of the Courts at Kolkata.