

## TERMS AND CONDITIONS

**Terms of Offer.** This Website offers for sale certain products (the "Products"). By placing an order for Products through this Website, you agree to the terms set forth in this Agreement.

**Customer Solicitation:** Unless you notify our third party call center reps or direct [Gulati] sales reps, while they are calling you, of your desire to opt out from further direct company communications and solicitations, you are agreeing to continue to receive further emails and call solicitations [Gulati] and its designated in house or third party call team(s).

**Opt Out Procedure:** We provide easy ways to opt out of from future solicitations.

1. You may use the opt out link found in any email solicitation that you may receive. 2. You may also choose to opt out, via sending your email address to: Khanna\_kapil349@yahoo.co.in

**Proprietary Rights.** [Gulati] has proprietary rights and trade secrets in the Products. You may not copy, reproduce, resell or redistribute any Product manufactured and/or distributed by [Gulati]. [Gulati] also has rights to all trademarks and trade dress and specific layouts of this webpage, including calls to action, text placement, images and other information.

**Sales Tax.** If you purchase any Products, you will be responsible for paying any applicable sales tax.

### **LIMITATION OF LIABILITY**

[GULATI] ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE WEBSITE CONTENT AND PRODUCTS AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID, LESS SHIPPING AND HANDLING, FOR PRODUCTS PURCHASED VIA THE WEBSITE.

[GULATI] WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS IN ANY MANNER, INCLUDING LIABILITIES RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE WEBSITE CONTENT OR PRODUCTS; (2) THE COST OF PROCURING SUBSTITUTE PRODUCTS OR CONTENT; (3) ANY PRODUCTS PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE; OR (4) ANY LOST PROFITS YOU ALLEGE.

### **INDEMNIFICATION**

You will release, indemnify, defend and hold harmless [Gulati], and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (1) this Agreement or the breach of your warranties, representations and obligations under this Agreement; (2) the Website content or your use of the Website content; (3) the Products or your use of the Products (including Trial Products); (4) any intellectual property or other proprietary right of any person or entity; (5) your violation of any provision of this Agreement; or (6) any information or data you supplied to [Gulati].

## **PRIVACY**

[Gulati] believes strongly in protecting user privacy and providing you with notice of use of data. Please refer to [Gulati] privacy policy, incorporated by reference herein, that is posted on the Website.

## **GENERAL**

Force Majeure. [Gulati] will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott.

Cessation of Operation. [Gulati] may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and distribution of the Products.

Entire Agreement. This Agreement comprises the entire agreement between you and [Gulati] and supersedes any prior agreements pertaining to the subject matter contained herein.

Effect of Waiver. The failure of [Gulati] to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Governing Law; Jurisdiction. This Website originates from New Delhi, India. This Agreement will be governed by the laws of the State of India without regard to its conflict of law principles to the contrary. Neither you nor [Gulati] will commence or prosecute any suit, proceeding or claim to

enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising under or by reason of this Agreement, other than in courts located in State of India. By using this Website or ordering Products, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents.

Statute of Limitation. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or Products or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Domestic Use. [Gulati] makes no representation that the Website or Products are appropriate or available for use in locations outside India. Users who access the Website from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws. Assignment. You may not assign your rights and obligations under this Agreement to anyone. [Gulati] may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you.