

# General Terms and Conditions of Sales and Delivery of PM International India Pvt Ltd. ("PM-International")

## 1. SCOPE; CONTRACT LANGUAGE

1.1. These General Terms and Conditions of Sales and Delivery ("GTC") apply to contracts concluded between you (consumer or distribution partner, collectively referred to as the Customer) and us, PM International India Pvt Ltd, located at 6th Floor, Suite no.10 and 11, Apeejay Business Centre, Arunachal Building, Barakhamba Road, New Delhi (hereafter "PM-International"), represented by Christian Brixi and Kunal Verma, professionally residing there, via this Online Shop.

1.2. The contract language is exclusively English. Translations of these terms and conditions into other languages are provided for your information only. In the event of any discrepancies between the language versions, the English text shall prevail.

## 2. APPLICABLE LAW

2.1. These General Terms and Conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of India.

2.2. The courts of India shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these General Terms and Conditions or their subject matter or formation.

## 3. CONCLUSION OF THE CONTRACT

3.1. The presentation of goods and services in our online shop constitutes an invitation to contract (invitatio ad offerendum) and not a legally binding offer.

3.2. By clicking the „Buy Now“ button in the final step of the ordering process, you submit a binding offer to purchase or book the goods and/or services displayed in the order overview. Immediately after submitting the order, you will receive an order confirmation, which, however, does not constitute acceptance of your offer. A contract between you and PM-International is concluded as soon as we accept your order and/or booking by a separate email or dispatch the goods. Please regularly check the SPAM folder of your email inbox.

## 4. TECHNICAL STEPS UNTIL CONCLUSION OF CONTRACT AND CORRECTION OF INPUT ERRORS; REGISTRATION IN OUR ONLINE SHOP

4.1. During the ordering process, you first add the goods you wish to purchase to your shopping cart. There, you can adjust the quantity of items or remove selected items at any time before ordering. If you have items in your cart, clicking the „Next“ buttons will take you to a page where you enter your data and then select the shipping and payment method. Finally, an overview page will open where you can review your information. You can correct input errors (e.g., regarding payment method, data, or desired quantity) by clicking „Change“ next to the respective field. If you wish to cancel the ordering process entirely, you can simply close your browser window. Otherwise, clicking the „Buy Now“ confirmation button will render your declaration binding in accordance with Section 3 (2) of these GTC.

4.2. You can only order goods in our online shop if you are a registered user. As a registered user, you do not need to provide your personal data every time; instead, you can simply log into your customer account using your email address and the password you chose during registration, either before or during an order. Registering alone does not entail any obligation to purchase the goods offered by us. For information on how we process your data, please refer to our Data Privacy Policy, which you find at the bottom line of our Online Shop.

## 5. CONTRACTUAL DOCUMENTS

The contractual terms, including information about the ordered goods and/or booked services, along with these GTC, will be sent to you via email upon acceptance of the contract offer or notification thereof.

## 6. RIGHT OF WITHDRAWAL FOR CONSUMERS

6.1. If you are a consumer (i.e., a natural person who places an order for purposes that cannot be attributed to your commercial or self-employed professional activity), you have a right of withdrawal in accordance with the statutory provisions.

6.2. If you, as a consumer, exercise your right of withdrawal pursuant to paragraph 1, you have to bear the regular costs of returning the goods.

6.3. Furthermore, the regulations regarding the right of withdrawal are as detailed in the Right of Withdrawal Section in the online shop.

## 7. DELIVERY CONDITIONS; TRANSPORT DAMAGES

7.1. We deliver the goods according to the agreements made with you. Any shipping costs are stated in the product description and will be separately indicated on the invoice.

The delivery time is 2-7 working days from the date of ordering depending upon the delivery address. At PM-International, the distributors/consumers pay a shipping flat rate of 90 INR if the order is less than 100 points.

For consumers, the shipping flat rate is waived for orders over 100 points.

## 8. PRICES

All price information in our online shop is gross prices including statutory value-added tax and is subject to additional shipping costs.

## 9. RETENTION OF TITLE

The goods remain the property of PM-International until full payment has been received.

## 10. PAYMENT TERMS

10.1. The purchase price and shipping costs are due for payment immediately upon ordering. Payment for the goods can be made by direct deposit in a bank account / Paytm/ Razorpay. For pickups at PM-International office, payment can also be made in cash or by Credit /debit card.

10.2. Payment by sending cash or checks is unfortunately not possible. We exclude liability in the event of loss.

10.3. You are not entitled to set off against our claims unless your counterclaims have been legally established or are undisputed. You are also not entitled to set off if you assert complaints about defects or counterclaims arising from the same purchase contract.

10.4. As a buyer, you may only exercise a right of retention if your counterclaim arises from the same purchase contract.

## 11. VOLUNTARY RETURN POLICY

The voluntary return policy outlined below does not affect your statutory rights and claims, which you can exercise free of charge. In particular, your statutory right of withdrawal and statutory warranty rights remain unaffected and fully available to you. The statutory right of withdrawal applies (see Clause 6 and Cancellation Policy).

In addition, we grant the following conditions for returns:

## **Return Policy under the 30-Day Satisfaction Guarantee:**

Every consumer can return ordered PM products within 30 days from the date of invoice issued by PM-International if not satisfied. To do so, the PM products must be returned to PM as a sufficiently prepaid and fully prepaid package. PM will then issue a credit note for the amount of the purchase price paid. Promotional materials and sales aids are excluded from the satisfaction guarantee. If you want to make use of the 110% guarantee, meaning the refund of 110% of the paid amount, the customer's/interested party's name, address, and reason for return must be provided on the return receipt.

## **Extended Return Policy 90 Days:**

Every distributor and every consumer can return ordered PM products within 90 days from the date of invoice issued by PM-International, provided that they are intact, unopened, and resalable (the products must have 3 months or more until the best before date), without providing reasons. To do so, the PM products must be returned to PM-International with a fully and correctly completed return receipt, as well as a fully prepaid package. PM will then issue a credit note for the amount of the purchase price paid. Promotional materials and sales aids are excluded from the extended return policy.

Please always use our service form for your returns: [\[Click Here\]](#)

## **12. WARRANTY**

12.1. If the goods purchased and delivered from our online shop are defective, you are entitled, within the scope of statutory provisions, to request replacement, withdraw from the contract, or reduce the purchase price.

12.2. The limitation period for warranty claims for the delivered goods is two years from the delivery of the goods. Claims for defects that we have fraudulently concealed expire within the regular limitation period.

12.3. If we have given a separate warranty in individual cases, this warranty is in addition to the abovementioned warranties.

## **13. LIABILITY**

13.1. We shall be liable to you in all cases of contractual and non-contractual liability for intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of expenses.

13.2. Notwithstanding paragraph 3 below, in all other cases, we are only liable for breaches of contractual obligations that are essential for the proper execution of the contract and on whose fulfillment you as the customer regularly rely (so-called cardinal obligations), limited to the compensation of foreseeable and typical damages. In all other cases, our liability is excluded, subject to the provision in paragraph 3.

13.3. Our liability for damages resulting from injury to life, body, or health and under product liability laws shall remain unaffected by the above limitations and exclusions of liability.

## **14. COPYRIGHT AND USAGE RIGHTS**

We hold copyright or usage rights to all images, videos, and texts published in our online shop. You may not use any of the images, videos, or texts without our express consent.

## 15. INFORMATION ON ONLINE DISPUTE RESOLUTION IN ACCORDANCE WITH THE ARBITRATION AND CONCILIATION ACT, 1996 ; DISPUTE RESOLUTION

15.1. In the event of any dispute or difference between the parties arising from or relating to these General Terms and Conditions or the business relationship resulting from an order, any party shall refer to Sole Arbitrator not below the designation of a Retd. District Judge / Additional District Judge/ advocate, whereby, the other Party shall provide concurrence / objection within stipulated time of 30 days, after the expiry of said period and thereafter, on issuance of acceptance by the Arbitrator, such appointment shall be binding upon all parties and the appointed Arbitrator shall conduct the Arbitration Proceeding as per the Act.

15.2. The decision (Interim Award / Award) of the Arbitrator shall be binding upon the parties to the Arbitration Proceeding. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereof.

15.3. The proceedings of the Arbitration Tribunal shall be conducted in English language. Each Party shall bear cost of representing its case before the Arbitrator.

15.4. The Costs and charges of Arbitrator shall be shared equally by the parties to the arbitration proceedings. The Award of the Sole Arbitrator shall be binding on all parties to the Arbitration Proceedings.

15.5. We endeavor to resolve any disagreements arising from our contractual relationship amicably. Therefore, please contact us so that we can find a solution together.

These GTC may be reviewed and updated periodically. PM-International will publish the new version of these GTC on the website of its Online Shop.

Date: August 2024