

## **Terms of Use and Privacy Policy**

Please read the below mentioned terms of use very carefully before further accessing the Portal as our service is subject to your acceptance and compliance of the same:

Welcome to <https://lclproductsupport.com>. By accessing or using the Portal, you agree to be bound by these Terms of Use. If You do not agree with these terms, please do not use the Portal.

"User", "You" or "Your", "Customer" means any person, who is accessing or using the Portal, in any manner whatsoever, and is of 18 years of age or older, capable to enter into a legally binding agreement under the laws of India.

'We', 'Us', 'Our' and 'Lohia' shall mean 'Lohia Corp Limited'.

Your Access Or Use Of The Portal Or Service Shall Mean That You Have Read, Understood And Agreed To Be Bound By The Terms.

By Accessing Or Using the Portal Or Services You Also Represent That You Have The Legal Authority As Per Applicable Law To Accept The Terms On Behalf Of Yourself And/ Or Any Other Person You Represent In Connection With Your Use Of The Site Or Services. If You Do Not Agree To The Terms, You Are Not Authorized To Use The Site Or Services.

### **1. Acceptance of terms of use**

Please read the following terms and conditions as these terms of use ("Terms") constitute a legally binding agreement between You and Lohia regarding Your browsing, access and use of the Portal and any functionalities, features, information, services and products offered by Lohia (the "Services").

By accessing the Portal or Service, you agree to be bound by these Terms. You hereby represent and warrant to Lohia that You are at least eighteen (18) years of age or above and are capable of entering, performing and adhering to these Terms and that You agree to be bound by these Terms. While individuals under the age of 18 may access and use the Portal, they shall do so only with the involvement & guidance of their parents and / or legal guardians.

Lohia reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms without any notice to any person, whosoever. Please check these Terms periodically for changes. Your continued use of the Portal or Services after the posting of changes constitutes Your binding acceptance of such changes.

## 2. Registration

In order to access certain features of the Portal, You will be required to register an account. When registering for an account, You undertake to provide accurate, current, and complete information about Yourself. You also undertake to maintain and promptly update this information to ensure it remains accurate, current, and complete. You hereby acknowledge and confirm that delivery of Services may not be possible or may be delayed if You do not provide accurate details.

By registering for an account, You consent to Lohia collecting and storing the personal information You provide, including but not limited to Your name, postal address, phone number, and email address. This information may be used to communicate with You, provide You with Services, and improve the overall user experience on the Portal

You understand and acknowledge that Lohia may disclose Your personal information to third parties as required by law or to its service providers for providing Services and/or delivering Your products.

Lohia at its sole judgment, reserves the right to accept or reject a User from registering on the Portal without giving any reason thereof.

## 3. Placing an Order with Us

When placing an order on the Portal, You agree to provide accurate and complete information regarding the items You wish to purchase, including quantity, size, and any other relevant specifications. You also agree to provide accurate shipping and billing information, including Your name, address, phone number, and email address.

Once You place an order, you will receive acknowledgment on Your registered e-mail ID/mobile number with details of the order received at Our end. Please note that this auto-generated e-mail does not mean that We have accepted Your order. Your order is an offer made to us that is subject to Our acceptance and discretion. All orders are conditional (i.e. based on availability and acceptance by us) and We will confirm our acceptance or rejection by sending You another e-mail confirming or rejecting the dispatch of the product. In case Your order is not accepted by us, any amount that is pre-paid by You will **not be refunded** through portal instead it will be parked as credit in Your account and can be adjusted for any future order.

All prices listed on the Portal are subject to change without notice. By placing an order, You agree to pay the full/partial amount as specified, apart from applicable taxes, courier charges, and packing & forwarding/handling charges. Payment must be made using the payment methods acceptable to Lohia at the time of placing the order, which may include credit cards, debit cards, or other forms of electronic payment. In case of a pre-paid order (full or partial as mutually agreed), We will process Your order after We receive the payment for the order. In case of a COD order, we will not process Your order

until a confirmation call has been received and positively responded by You. We will not be responsible or liable to process any order unless You have confirmed the order via an email or telephone call.

While placing an order You undertake that all details provided by You to us while requesting parts from us are true and accurate. In addition, while placing a pre-paid order, You agree that You are an authorized user of the credit or debit card or other forms of electronic payment used for the transaction while placing the order; and in the case of COD order, You undertake that You have sufficient funds to payout the bill.

In case somebody forged Your identity while placing any request to us, You hold the onus to inform us about the same.

Lohia will make every effort to fulfil Your order in a timely manner. However, please note that all orders are subject to availability and may be delayed due to unforeseen circumstances. Further, Lohia shall not be responsible for any delay in delivery or non-delivery of products if such delay or non-delivery is a result of incorrect information provided by You.

### **Refund, Return & Cancellation Policy**

If You wish to return or exchange parts (full or partial quantity) from a confirmed order placed by You (PAN India), please note the following conditions:

#### **1) Cancellation of Orders**

- **Order Booked but Not dispatched**

Lohia Corp Limited does not accept cancellations after order confirmation/booking. Any advance payment made against such orders will be forfeited, and no refund request will be accepted.

- **Order Booked and dispatched**

Returns or exchanges are accepted only through the predefined **Customer Return Process (CRP)** within **30 days** from the invoice date. Returned parts will undergo quality check as per our standards. Upon successful verification, the basic amount of the parts will be credited to the Customer's account via a **credit note**.


**Note:** No cash refunds will be issued under any circumstances.

#### **Applicable CRP Cases:**

- Wrong part purchased - Customers have choice to order correct part.
- Excess part purchased
- Defective part received / Wrong part supplied

## 2) Communication channel

For returns or exchanges, please contact us via:

 **+91 512 3123222**

 **customercare.claim@lohiagroup.com**

### **Important:**

- For Domestic: The Customer is responsible for bearing logistics and associated costs. Responsibility for completed return delivery lies with the Customer.
- For International: The Customer is responsible for returning logistics and associated costs. Please contact the Sales Manager designated for Parts business to return the Parts to the company / designated stockist.
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## 4.Price and Payment

The price payable for Your order is displayed on “Proceed to order tab” on the Portal (excluding any delivery charge in case applicable).

We accept payment via credit card, debit card, and other forms of electronic payment as visible on the Portal. You agree to provide accurate and complete payment information when making a purchase on the Portal.

Lohia takes reasonable measures to ensure the security of online transactions. However, You acknowledge that online transactions may be subject to risks beyond Our control, such as unauthorized access or interception of data. Lohia shall not be liable for any losses or damages resulting from such risks.

Payment processing is handled by third-party payment gateway. By making a payment on the Portal, You agree to comply with the terms and conditions of the payment processor. Lohia shall not be responsible for any errors, delays, or disputes related to payment processing by the third-party payment gateway. In case of pre-paid orders, We will dispatch Your order only after We receive full/partial payment, as the case may be, in Our account.

Prices for the products can be altered without any prior notice to You; however, such changes will not be applicable on the orders that have already been accepted by Us.

You agree to pay the total amount specified for Your order, including any taxes, packing & forwarding/handling and Courier charges.

We provide multiple products that You can order from us. In some cases, it is possible that despite Our best efforts, some of the products listed on portal may get priced incorrectly, unintentionally. We take utmost care in verifying the price of the order before dispatching, However, price considered in the tax invoice would be considered as the final price to address any sort of discrepancy (i.e. whether the price was charged higher or lower than the correct price).

Please note that we reserve the right to cancel any order before dispatch, from Our end, in case an order has been placed for an incorrectly priced product.

If You have any concerns or disputes regarding a payment made on the Portal, please contact Our customer support for assistance as per the details mentioned in the support tab of the portal. We will make reasonable efforts to resolve the issue in a timely manner.

#### 5. Delay in services due to unforeseen circumstances

We are not accountable for the failure or delay of the delivered product or Services that may occur due to the unusual events that are beyond our control like strike, lockout, accident or anything that may arise due to natural calamities or that which is considered as an Act of God (Force Majeure Event).

Our supplies for any order booked through Portal shall be deemed to be on hold/suspended for the period Force Majeure Event continues, and we will have an extension of time for the duration of that period. We will use Our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

#### 6. Service Unavailability

Lohia reserves the right, in its sole discretion, to hold or cancel the supplies at any time if a computer virus, bug, or other technical problems corrupt the security, or proper administration of the service. Lohia reserves the right to refuse the service to anyone at any time.

#### 7. Suspension or Discontinuance of Services

Lohia reserves the right to change, suspend, or discontinue temporarily or permanently, some or all of the Services, with respect to any or all Users, at any time without notice. You acknowledge that Lohia may do so in its sole discretion. If Lohia terminates Your account or suspends or discontinues Your access to the Portal due to Your violation of these Terms, then subject to the nature of violation You may not be eligible for any credit, refund, discount or other consideration.

## 8. User Conduct

You agree to use the Portal for lawful purposes only and to not engage in any conduct that violates any laws or infringes on the rights of others. You also agree not to:

Upload, post, or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.

Use the Portal to promote or engage in any illegal activities.

Impersonate any person or entity or falsely state or misrepresent Your affiliation with a person or entity.

Attempt to gain unauthorized access to any part of the Portal or to any other User's account

Use any automated means to access the Portal or collect information from the Portal

## 9. Intellectual Property

All content on the Portal, including text, graphics, logos, images, and software, is the property of Lohia or its licensors and is protected by copyright and other intellectual property laws. You shall not use, reproduce, modify, or distribute any content from the Portal without the prior written consent of Lohia.

## 10. Limitation of Liability

You agree that Your use of the Portal is at Your own risk. Lohia shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with Your use of the Portal. In no event shall Lohia be liable for any direct or indirect damages, including but not limited to loss of data, or loss of profits.

## 11. Disclaimer of Warranties

The Portal is provided on an "as is" and "as available" basis. Lohia makes no warranties or representations, express or implied, regarding the Portal, including but not limited to the accuracy, completeness, or reliability of any content available on the Portal. You agree that use of the Portal or the Services is at Your risk. All warranties including without limitation, the implied warranties of merchantability, fitness for a particular purpose.

## 12. Rights and obligations transfer corresponding to Contract

These Terms bind You and Lohia, and respective successors.

Without Lohia's prior written consent, You cannot transfer, assign, charge or otherwise dispose of Your rights or obligations arising under these Terms and Conditions.

### 13. Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or related to these terms shall be subject to the exclusive jurisdiction of the courts in Kanpur, India.

### 14. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way. The invalid, illegal, or unenforceable provision shall be replaced with a valid, legal, and enforceable provision that reflects the original intent of the parties to the maximum extent possible.

### 15. Grievance Redressal Mechanism

Any complaints or concerns with regards to content and/ or breach of these Terms shall be taken up with the designated Grievance Officer as mentioned below via email to the Grievance Officer-

Ph: **+91 512 3123222**

E-mail:  **customercare.claim@lohiagroup.com**

### 16. Privacy and Confidentiality of Information

Users visiting this Portal do so at their own discretion and provide their personal details at their own risk. However, under applicable laws, this information is confidential and stored until a time that it is no longer required.

Lohia does not use or disclose information stored by You on the Portal or any information that You may provide to Us to any outside sources. Lohia does not disclose any personal information to advertisers and for other marketing and promotional purposes that could be used to personally identify You.

Lohia will not use information about You without Your permission and will provide the means for You to manage and control the information that You have provided. However, Lohia may or may not access Your personal details to give You assistance in rectifying any queries.