

# Shipping Policy

## SHIPPING POLICY

Orders may be placed online on website of **M/s Vivaamart Enterprises India Private Limited** (Hereinafter referred to as “**Vivaamart**”) at: [www.vivaamart.com](http://www.vivaamart.com) or picked up from Vivaamart’s office and/ or from any of the franchisee outlet of **M/s Vivaamart Enterprises India Private Limited**. Details are given below:

### PICKUP FROM OFFICE OR FRANCHISEE OUTLET:

Pickup orders can be placed at any of the outlet. Payment options for Pickup Orders can be Cash, Demand Draft, Credit Card and Debit Card.

Pickup hours for all Outlets are:

- Monday to Friday 10:00 a.m. - 06:00 p.m.
- Saturday 10:00 a.m. - 01:30 p.m.
- Sunday (Closed)

Please refer to website: [www.vivaamart.com](http://www.vivaamart.com) or for any latest updates and future information.

### HOME DELIVERY

Home Delivery orders can be placed for providing easy access & convenience on website: [www.vivaamart.com](http://www.vivaamart.com) or by placing the order at office/ franchisee office.

#### Payment:

Payment mode options for these orders can be:

- Orders placed at Office: Cash, Debit Card or Credit Card, Other Online Payments through Wallets
- Online orders: Credit Card, Debit Card, Net Banking or Account Transfers through RTGS, NEFT or IMPS, Other Online Payments through Wallets

#### Home Delivery Orders Delivery fees:

Please refer to the website: [www.vivaamart.com](http://www.vivaamart.com) or for more details on Delivery fees for the orders placed on: [www.vivaamart.com](http://www.vivaamart.com) . The shipments are in perfect condition when the carrier takes possession of the same. By signing “received” on the delivery note, the recipient(s) acknowledges that the order was received in satisfactory condition. Do not sign in the event of damages or product shortages. Hidden damages discovered after the carrier has left and all other discrepancies must be notified within twenty-four (24) hours of receipt of shipment. Failure to notify Vivaamart for any shipping discrepancy or damage within twenty-four (24) hours of receipt of the shipment will cancel

Distributor(s) right to request a correction and shall be considered deemed acceptance of the products.

Orders placed are typically shipped the very next business day. Orders placed on Saturday after 2.30 pm will be shipped on the following Monday. Delivery time will vary according to the location of Customer/Distributor(s). The average time for delivery is between 2 – 7 days. Delivery of products may not happen on Sundays or on major holidays as per the policy of the delivery partner.

### **Delivery of the Product**

- There are various delivery models for delivery of purchased Product to the Customers/Distributors, as decided by Vivaamart. The risk of any damage, loss or deterioration of the Products during the course or delivery or during transit shall be on **M/s Vivaamart Enterprises India Private Limited** and not on the Customer/Distributors. Vivaamart represents and warrants that the products being delivered are not faulty and are exactly those products which are listed and advertised on the website and purchased by the Customer/Distributors and meet all descriptions and specifications as provided on the Website: [vivaamart.com](http://vivaamart.com) .
- Customer/Distributors shipping address; pin code will be verified with the database of Website before they proceed to pay for their purchase. In the event order is not serviceable by logistic service providers or the delivery address is not located in an area that is covered under the order confirmation form, Customer/ Distributor may provide an alternate shipping address on which the Product can be delivered by the logistics service provider.
- Please note that there is no guaranteed dispatch time and any information about the dispatch should not be relied upon as such. Therefore, time is not the essence of the bi-partite contract between the Customer/Distributor and Vivaamart for purchase and sale of product on or through the Website: [vivaamart.com](http://vivaamart.com) or However, the product shall not be delivered to the Customer/ Distributor unless he / she make the full and final payment for Vivaamart Products.
- Customer/Distributor shall be bound to take delivery of the Products purchased by him / her that are said to be in a deliverable state. Where Customer/Distributor neglects or refuses to accept the delivery of the Products ordered by him / her, the Customer/Distributor may be liable to Vivaamart for such non-acceptance. Vivaamart at its own discretion may call up the Customer/Distributor to evaluate the reason of non-acceptance of the product. The decision of Vivaamart would be final and binding on whether to redeliver or process refund as per the refund policy.
- The title in the products and other rights and interest in the products shall directly pass on to the Customer/Distributor from Vivaamart upon delivery of such Product and upon full payment of price of the Product. Upon delivery, the Customer/Distributor are deemed to have accepted the Products. The risk of loss shall pass on to the Customer/Distributor upon delivery of Product.
- Before accepting delivery of any Product, the Customer/Distributor shall reasonably ensure that the Product's packaging is not damaged or tampered.

## **Governing Law**

- Any dispute(s) between Customer/ Distributors or its nominee(s) and Vivaamart, arising from this Policy, shall be referred to the sole arbitrator (appointed by Vivaamart) and same shall be adjudicated by such Arbitrator as per provisions of Arbitration Conciliation Act, 1996. However, all proceedings shall come within the jurisdiction of District Courts in **Pune, Maharashtra**. only and such arbitration proceedings shall be held in district courts of **Pune, Maharashtra** The final decision of the Arbitrator would be binding upon both the parties. Any breach of this covenant by the Customer/Distributor will make him liable for damages and legal costs to the Vivaamart.