## TERMS AND CONDITIONS OF SALE

Last Updated: November 19, 2025

This document, hereinafter referred to as the "Terms," governs the terms and conditions under which PayPoint India (hereinafter referred to as the "Company" or "We") offers and sells refurbished laptop products (hereinafter referred to as the "Products") via the website **shop.paypointindia.co.in** (hereinafter referred to as the "Website").

By accessing or using the Website and/or placing an order for a Product, the User (hereinafter referred to as the "User" or "You") agrees to be bound by these Terms and any policies referenced herein.

## PART I: DEFINITIONS AND INTERPRETATION

- 1. **Company:** Refers to PayPoint India, operating the Website.
- 2. **User/You:** Any individual or entity accessing the Website and/or purchasing Products from the Company.
- 3. **Product/s:** Refurbished Laptops and related accessories offered for sale on the Website.
- 4. **Order:** A request made by the User for the purchase of Products.
- 5. **Refurbished Status:** The Products sold on the Website are pre-owned, professionally inspected, repaired, and restored to working condition. They are not new products.

## PART II: PRODUCT SPECIFICATION AND SALE

#### 2.1 Refurbished Nature of Products

The User acknowledges and accepts that the Products are refurbished. While the Company endeavours to ensure high quality and functionality, the Products may exhibit minor cosmetic wear or imperfections consistent with their refurbished status. The price of the Product reflects this refurbished status.

#### 2.2 Pricing and Payment

All prices are displayed in Indian Rupees (INR) and are inclusive of Goods and Services Tax (GST), unless otherwise specified. Payment must be made in full at the time of placing the Order. The Company reserves the right to cancel any Order where payment is not successfully processed.

#### 2.3 Product Sourcing

The User acknowledges and agrees that the refurbished Products offered for sale on the Website are sourced from **Electronics Bazaar**, a recognized partner of the Company, ensuring quality and compliance with the refurbishment standards outlined herein.

## PART III: ORDER, DELIVERY, AND SHIPMENT

#### 3.1 Order Confirmation

Upon placement of an Order and successful payment processing, the User shall receive an electronic confirmation detailing the Order. This confirmation constitutes the Company's acceptance of the Order, subject to the availability of the Product.

#### 3.2 Delivery Timeline

The Company shall exercise all reasonable efforts to process and dispatch the Products within the stipulated time frame. The committed delivery period is **10 to 15 working days** from the date of Order confirmation. The delivery timeline is an estimate, and the Company shall not be held liable for delays arising from unforeseen circumstances or logistical issues outside its direct control.

#### 3.3 Shipping and Risk of Loss

Delivery shall be undertaken by the Company's designated logistics partners. The risk of loss or damage to the Products shall pass to the User upon delivery to the specified address. The User is responsible for verifying the condition of the package upon receipt and must immediately report any tampering or physical damage to the Company.

## PART IV: WARRANTY, RETURNS, AND REFUNDS

## **4.1 Limited Product Warranty**

The **Electronics Bazaar** provides a **three** (3) **year limited hardware warranty** (the "Warranty") on all refurbished laptops sold through the Website, commencing from the date of delivery.

- 1. **Coverage:** The Warranty covers functional hardware defects arising from normal usage.
- 2. **Exclusions:** The Warranty specifically excludes:
  - Software issues, including viruses, operating system faults, or user-installed programs.
  - Consumable parts, such as batteries and power adapters, where the standard warranty is 90 days.
  - O Damage caused by misuse, accidents, liquid spills, fire, power surges, or unauthorized repair attempts.
  - Cosmetic damage that does not affect functionality.

#### 4.2 STRICT NO REFUND POLICY

The Company strictly adheres to a NO REFUND POLICY. Once an Order is successfully placed and payment is processed, the transaction is considered final. The User shall not be entitled to claim any monetary refund for the Products purchased, save and except as provided under the express terms of the Warranty.

#### 4.3 Remedy for Defective Products

In the event a Product is found to be defective within the Warranty period, the User's sole and exclusive remedy shall be:

- 1. Repair of the defective Product, or
- 2. Replacement of the defective Product with a functionally equivalent refurbished unit, at the Company's discretion.

The Company reserves the right to assess the defective Product and determine the appropriate remedy.

# PART V: LIMITATION OF LIABILITY AND INDEMNITY

- 1. **Limitation of Liability:** In no event shall the Company's total liability to the User for any and all claims arising out of or related to these Terms or the purchase of Products exceed the total price paid by the User for the specific Product in question.
- 2. **Indemnification:** The User agrees to indemnify, defend, and hold harmless the Company, its directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses arising out of the User's breach of these Terms.

## PART VI: GOVERNING LAW AND JURISDICTION

- 1. **Governing Law:** These Terms shall be governed by and construed in accordance with the laws of the Republic of India.
- 2. **Dispute Resolution:** Any dispute, controversy, or claim arising out of or relating to these Terms, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of the arbitration shall be Mumbai, and the language of the arbitration shall be English.
- 3. **Jurisdiction:** Subject to the above arbitration clause, the courts in Mumbai shall have exclusive jurisdiction over all matters arising out of or relating to these Terms.