

MALHORMODA FASHION PRIVATE LIMITED

(Terms and Conditions)

1. General

The following terms and conditions apply to all orders placed by the customer (referred to as "you" henceforth) with Malhormoda Fashion Pvt. Ltd., hereinafter referred to as BARBET, "us " or "we".

By placing an order with us, you agree to be bound by the terms and conditions set out. Please make sure you have read and understood the Terms before placing your order. The inclusion of any products or services on the BARBET website at a particular time does not imply or warrant that these products or services will be available at any time. We reserve the right to discontinue any product at any time. We reserve the right to amend these Terms from time to time without prior notice to you. The version of the Terms that will apply to your order will be those on barbet.in at the time you place your order.

BARBET wants to provide the best possible online experience. To make this possible we need to ensure that our services run like a clockwork. You understand and agree not to

(i) post, transmit, redistribute, upload, or promote any communications or content that could harm or negatively impact our business, products or services;

(ii) act in a manner or employ any device that restricts, impairs, interferes or inhibits any other user from using or enjoying the barbet.com site, or which impacts the security of the site, or

(iii) employ any device or attempt to use any engine, software, tool, agent, script or other device or mechanism (including without

limitation spiders, bots, crawlers, avatars or intelligent agents) to navigate or search the site, or to copy content from the site. We reserve the right to immediately bar access to the site and close the account of any user who violates this provision or any other provision in these terms and conditions.

2. Prices and delivery charges

The prices displayed at the BARBET website include Goods and Services Tax (GST) or any other alternate indirect tax, but do not include a delivery charge. If the GST rate applicable on the date of the order is changed after the order has been made, the change will be reflected in the price of items without you being notified. The delivery charge for each order will be the same, regardless of the size or weight of your order. The cost for each delivery method is clearly indicated during the check-out process. Prices in store and online may vary.

3. Ordering/conclusion of contract

Once you have placed your order, if you have supplied us with your email address, you will receive an email confirmation. If for any reason we are unable to fulfill your order, we will let you know at the earliest opportunity. If we have already received payment for such order, we will attempt to refund the applicable amount using the same method used to make the payment. If, for any reason, alternative arrangements are necessary, we will notify you and ask you to contact us and settle the refund.

4. Delivery

BARBET exercises the utmost diligence in accepting and processing orders and will endeavour to deliver your order to an address in India, in accordance with your selected delivery option.

BARBET endeavor to dispatch orders in the fastest possible time and in the order in which they are placed. We aim to deliver within 1 to 8 working days following confirmation of an order, unless otherwise agreed. Though we aim to deliver within the communicated time frame, delivery may take longer due to unexpected events. In the unlikely event the delivery time exceeds 30 days, you may cancel your order. Before you place your order, you will be informed of the expected delivery details. Once you have placed your order, if you have supplied us with your email address, you will receive an email confirmation with your expected delivery details.

5. Withdrawal of Order

You may cancel or return your order from the date you place the order until 30 days after receipt of the ordered items. If you have been charged for the items, you will receive a refund. If you wish to return your order, please contact our designated carrier who will handle your return or instruct you on how to proceed; and return the item(s) to us as set out in section 6 (Returns) below within the 30 day period set forth in section 5.1 above. We will provide a refund attempting to use the same method used to make the payment (or, if the items have not yet been paid for, reflect the return of the items in your account balance) as soon as possible and at the latest within 30 days of receiving your notice of cancellation, provided we have received the items or evidence of you having sent back the items. Please note that if you have made payment upon delivery the refund will be issued to a valid bank account and that you will bear the cost of applicable bank charges. If the item you have received is defective, please notify BARBET promptly and return the item in accordance with section 6 (Returns) below. BARBET will, for any products deemed defective, provide a full refund. The provisions set forth herein do not limit any applicable statutory rights.

6. Returns

BARBET guarantees a full refund of any returned items in accordance with section 5(Withdrawal of Order), provided that all items are returned in the same condition they were in upon your receipt. This means the items should not have been damaged, soiled, washed, altered or worn (other than to try the item on) and that any labels or tags should be intact. Please contact our designated carrier to arrange for the return via home collect. For hygienic and safety reasons, the right to return is not applicable for fabric face masks. If the masks you have purchased are faulty, please get in contact with our customer service for further instructions.

7. Payment methods

You can pay for your goods in various ways as set out below.

Credit Card or Debit Card You can enter your payment details at the time you place your order using a valid credit or debit card (VISA, Mastercard or Rupay). The applicable amount will be debited when you have placed your order in the checkout. BARBET reserves the right to check the validity of the credit or debit card, its credit status in relation to the order value and whether the address data of the purchaser is correct. We may refuse orders depending on the result of these checks. We use PCI complaint payment gateway called Razorpay.

Cash on Delivery

You may choose to pay by cash on delivery upon receipt of the goods, without any additional charges.

UPI

You can choose to pay your order with UPI. The order value will be debited from the associated bank account when you have placed your order in the checkout. You will receive the legally required invoice document in the Shipping Confirmation e-mail.

8. Our Liability

Nothing in these Terms shall exclude or limit BARBET's liability with regard to any matter for which it would be unlawful for us to limit or exclude our liability. BARBET accepts liability for death or personal injury caused by our negligence or that of our employees and agents. We do not seek to exclude liability for fraudulent misrepresentation by us or our employees or agents. If we breach these Terms, we shall only be liable for losses which are a reasonably foreseeable consequence of such breach. BARBET is not responsible for indirect losses which are a side effect of the main loss or damage, for example loss of profits or loss of opportunity; or for failure to deliver the goods or to meet any of our other obligations under these Terms where such failure is due to an event that is beyond our reasonable control, which includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident and terrorist activity.

Our maximum liability to you for any loss or damage arising in connection with your order shall be limited to the total price of your order.

9. Colours and measurements

We make all reasonable efforts to accurately display the attributes of our products, including composition and colours. The colour you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colours. An item's measurements given on barbet.com are only approximate values to give you a better understanding of the model or fit of that specific item, and not a definite guarantee of the actual measurements of the item you receive. The final measurements of an item may vary depending on the material used in its production.

10. Guarantee

If there are defects in the goods you have purchased, BARBET abides by all statutory guarantee regulations. If you have a complaint regarding obvious material or manufacturing faults in goods that we have supplied, including damage incurred in transit, please let us know by returning the goods to us without delay by using the provided pre-printed return form.

11. Assignment

BARBET reserves the right to assign or pledge to third parties any claim(s) for payment which have arisen in connection with the delivery of goods.

12. Severance

If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other Terms shall continue to apply.

13. Ownership of rights

All intellectual property rights, such as trademarks and copyrights at barbet.com remain with BARBET and its subsidiaries or licensors. Any use of barbet.com or its contents, including copying or storing such content in whole or part, other than for your own personal, non-commercial use, is prohibited without the permission of BARBET.