

Terms & Conditions

These are our terms and conditions for the use of our website www.Indiafresh.eu and the purchase of products through the website. If you have any queries about these terms, please email us at office@indiafresh.eu. The terms and conditions herein together with any notices or conditions on other areas of this website will all together govern use by customers of this website. You should note that *India Fresh* may at any time make changes to or remove part of this website without any liability to customers for such changes.

India Fresh reserves the right to change these terms and conditions in the future without specifically notifying customers and continued use of the website or placing of orders after such changes shall be deemed to be acknowledgement and acceptance thereof. A contract will only come into existence between you the customer and us once your order has been processed and dispatched.

When you as a customer place an order via this website, you warrant by placing the order that:-

- (a). You are not a minor or otherwise legally incapable of entering into a binding contract.
- (b). The personal details which you give us on registration are fully complete and accurate.
- (c). You are not using a false name or the name of any other person or body which you are not authorized to use.

Placement of an order

When you place your order you are doing so in acceptance of these terms and conditions and it is important that you have read them before you go ahead and order.

Cancelling and refunds

As a customer, you are free to cancel an order within 14 days from the order confirmation date and the amount of your order will be refunded to the account from which the order originally was paid.

If the goods have been dispatched or delivered, but you have changed your mind, please give written notice of your wish to return the goods to *India Fresh* within 14 days of receipt. You will not be entitled to this cancellation period should the item be considered to be something that deteriorates quickly, has a limited expiration date or is frozen food, fresh vegetables or fruits. These non-refundable goods are defined under the term “perishable food and drink.” For health and hygiene reasons the following items sealed for protection reasons will be deemed as used if unwrapped.

Personal grooming products e.g., hair accessories and styling products, hair oils, cosmetics, toothbrushes etc, and will therefore be unable to be returned if not in their original unused condition.

Cancellation will be accepted only upon customers’ written consent. We would request you to send the products back to our warehouse as soon as you can after the cancellation. The consumer has a duty of care for the products during the cancellation period. You are responsible for paying shipment costs if goods are returned for this reason.

Acceptance of an order

When an order is placed you will get an order confirmation sent to the email address you provided during checkout, containing information about order content, prices.

Delivery

As a buyer, you are free to choose from mentioned and at the time relevant delivery option(s). *India Fresh* assumes no responsibility for damages during transport or damages caused from any delays beyond its control.

Returns Policy

India Fresh accepts return within 14 days from order placement date, if products are not used, changed, washed or otherwise manipulated. Products need to be returned in original packaging no products may be returned to *India Fresh* without the prior written consent of *India Fresh* and are subject to a return charge.

Liability

We try to have the information on this website as accurate as possible but we make no warranties, whether express or implied, regarding its accuracy. We also do not make any warranties regarding any matters relating to the use of this website and it is a matter for you to ensure that your own equipment is protected from viruses or other external factors. Your rights are protected by the Sale of Goods and Supply of Services Act, 1980, and also the Consumer Protection Act, 2007, where you are a consumer. Nothing in this website shall affect your rights under the applicable law.

Severance

If any of these terms and conditions shall prove to be void, unlawful, or unenforceable for any reason then such term or condition shall be deemed to be severed from the remaining terms and conditions which shall remain valid and enforceable. If any provision of these terms and conditions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Jurisdiction

The courts of Wrocław shall have exclusive jurisdiction over any disputes or claims arising from these terms.