

TERMS AND CONDITIONS

In addition to our Privacy Policy and Disclaimers, Terms & Conditions for use of website applicable to the users/viewers/buyers/importers are as follows-

A. Introduction and Acceptance of Terms

Welcome to Inorbvict Agrotech Pvt. Ltd. Use of this website, including use of any information, products or services presented in any area of this website, is offered to you upon your acceptance of these Terms of Use, our Online Data Protection Policy and other notices posted on this website. Your use of this website or of any information, products or services presented in any area of this website, indicates your acknowledgment and acceptance of and your agreement to follow and be bound by, these Terms of Use, our Website Data Protection Policy and other notices posted on this website.

B. Scope and Overview of the Website:

a. Scope-

This website serves as an informational platform only, showcasing our products and facilitating connections. The website do not facilitate online sale and/or purchase. The website is not an e-commerce platform. Overview of our website and products is as follows-

b. Brief Overview of Website

The website serves as an online platform for showcasing agricultural products, tools and equipment, designed to support the needs of farmers, agricultural professionals and hobbyists. The website likely features detailed product descriptions, specifications and images, providing visitors with information to help them make informed decisions about the products they might need.

Categories of Products Displayed:

1. Agricultural Equipment: This section would showcase various farming equipment like Planting Equipment, Combine Harvesters, Forage Harvesters, Irrigation and Crop Equipment, Spraying equipment etc.
2. Agricultural Products: Include food grains like Rice, Wheat, Corn, Lentils etc.

3. Dry Fruits: Displaying different types like almonds, raisins, cashews, chestnuts, Brazil nuts, pecans, hazelnuts, Figs, raisins and other products meant for consumption or trade.
4. Coir Products: Showcasing natural products like coir bags, coir bricks, coir discs, coir fibers, coir pith blocks, coir geotextiles etc.
5. Bio-Industrial Products: Includes Lubricants, Asphalt solutions, Tires and Rubber, Adhesive and Sealants, Aluminium foils, Fuels etc.
6. Food Services: This includes Business and Industries, Hospitals, College universities, Travel and leisure etc.
7. Beauty Products: Agricultural-based beauty items such as emulsifiers, emollients, Sensory Enhancers.
8. Animal Nutrition Products: Products such as Dairy cattle feed, Beef cattle feed, Oil cake, Poultry feed etc. designed to improve livestock health and productivity.
9. Ethanol Products: There are two categories under this head firstly Denatured Ethanol and secondly Extra Neutral Alcohol (ENA), While not common on most, this agrotech website showcases wine, vodka, gin or other alcoholic products.
10. Softwood and Hardwood: Wood products, including Teakwood, Mahogany wood, Rosewood (sheesam) Cedarwood Logs, Pinewood lumber and Spruce timber.
11. Dairy Products: Information on dairy-related items such as milk, cheese and other products that are part of the agricultural sector.
12. Fragrance Products: Agarbatti, Dhoop, Perfumes
13. Tobacco Products: This agrotech website will display Regular cigarettes, Hand rolled cigarettes, Bidis, Virginia tobacco, Burley's tobacco Cut tobacco.

Website Features:

1. Product Catalog: The website would have organized sections and search features to easily navigate through the different product categories

2. Supplier Information: Since the website does not sell directly, it would likely display information about suppliers or manufacturers and how to contact them for purchases.
3. Interactive Elements: Tools for filtering products by type, use or region and possibly a review section for user feedback.

c. Eligibility:

Eligibility to view a website meant for the export of products typically refers to the conditions under which individuals or entities are allowed to access the content and information on the website. Since the website does not facilitate online sale or purchase directly, the eligibility may focus on factors such as:

1. **Geographic Location:**

- o The website may restrict access to certain countries or regions depending on export regulations, such as international trade restrictions or country-specific sanctions. This could mean that only individuals or businesses from certain countries are eligible to view the content.

2. **Business or Professional Status:**

- o The website may be intended for businesses, traders, distributors or other commercial entities rather than individual consumers. Access could be limited to those who are involved in the trade, import or distribution of products.

3. **Account Registration:**

- o The website might require users to register for an account or provide details about their business, such as their import/export license, tax identification number or other relevant business credentials.

4. **Compliance with Export Laws and Regulations:**

- o The website might ensure that users comply with export control laws, international trade regulations and product-specific legal restrictions. Eligibility could depend on whether the visitor is authorized to handle or trade specific types of products (e.g., dual-use goods, restricted products or embargoed goods).

Language and Regional Requirements:

- o The content of the website might be available in specific languages or have region-specific information that applies only to certain markets, making the website relevant only for users in those regions or markets.
- o In essence, eligibility to view such a website would be determined by factors related to legal, business and geographic criteria, ensuring that the website is accessed only by those who are authorized or have a legitimate interest in the information related to export activities.

C. Definitions

- 1. Export-** The shipment or transportation of goods from one country to another, typically for the purpose of trade, distribution or resale.
- 2. Eligible User-** An individual or entity who meets the necessary criteria to access and view the content on the website, such as being a business involved in international trade or holding a valid export/import license in their country.
- 3. Export Compliance-** The adherence to laws and regulations governing the export of goods, including trade restrictions, sanctions and product-specific requirements established by local and international authorities.
- 4. Restricted Products-** Goods that are subject to export controls or regulations due to their nature (e.g., military, dual-use technology or hazardous materials) and cannot be exported to certain countries or entities without prior authorization from the relevant authorities.
- 5. Importer-** A person or business entity that brings goods into a country for the purpose of sale, resale, distribution or use, following the relevant import regulations and procedures of that country.
- 6. Country of Origin-** The country where the product is manufactured, grown or assembled, which can affect the product's eligibility for export due to trade agreements, tariffs or sanctions.
- 7. Trade Restrictions-** Limitations imposed by governments or international bodies on the export of certain goods or services due to reasons like national security, public health or diplomatic relations. This includes sanctions and embargoes.

8. Incoterms (International Commercial Terms)- A set of internationally recognized trade terms that define the responsibilities of buyers and sellers regarding shipping, insurance and tariffs in international transactions.

9. Documentation- The set of papers required for the legal and logistical aspects of international trade, including invoices, packing lists, export licenses, certificates of origin and customs declarations.

10. Non-Commercial Use- The use of the website's content, such as information about products or services, for purposes other than resale or commercial trade, including personal or educational use.

11. Customs Duties and Taxes- Fees imposed by the government of an importing country on goods brought into that country, which must be paid before the goods can be cleared through customs.

12. Export License- A government-issued authorization that allows an individual or business to export certain goods or products from one country to another, ensuring compliance with trade regulations.

13. Third-Party Service Providers- External companies or organizations involved in providing logistics, shipping or financial services related to the export of goods, but not directly involved in the sale or purchase of products on the website.

14. Trade Agreement- A formalized agreement between two or more countries or organizations that establishes the terms under which goods and services can be exchanged internationally, including the terms for duties, tariffs and quotas.

15. Product Information- Descriptive details about a product, including specifications, features, manufacturing processes and any restrictions or legal requirements for export.

16. Market Eligibility- The suitability of a product for export to a specific market or country, based on the legal, economic and regulatory environment in that market.

17. Non-Disclosure Agreement (NDA)- A legal contract that may be required for users or business partners to ensure confidentiality of sensitive business information shared through the website.

D. USER RESPONSIBILITIES AND OBLIGATIONS

1. Compliance with Export Laws and Regulations-

Users must ensure that they adhere to all applicable national and international export laws, regulations and trade restrictions. This includes complying with restrictions on certain goods, export licenses, customs regulations and sanctions that may apply to the goods they wish to export or receive. Responsibility: Users must verify the legal requirements and obtain the necessary documentation for the export or import of products, including export permits and compliance with product-specific regulations.

2. Accurate Information

Users must provide accurate and truthful information when registering or interacting with the website. This includes providing correct business details, including trade or export licenses, identification numbers and other necessary credentials. Responsibility: Users are responsible for ensuring that any information they submit to the website for communication or regulatory purposes is accurate, complete and up-to-date. Providing false or misleading information could result in penalties or the suspension of access to the website.

3. Confidentiality and Protection of Data

Users must respect the confidentiality of any sensitive information accessed or exchanged through the website, particularly when dealing with trade secrets, business strategies or personal data. Responsibility: Users must take appropriate measures to safeguard their login credentials and any confidential or proprietary information they receive via the website. They should avoid unauthorized sharing or disclosure of this information.

4. Non-Commercial Use

Users must refrain from using the website for personal or non-business-related purposes, as the site is intended exclusively for professionals or businesses involved in international trade and export activities. Responsibility: Users must not use the website's content, data or information for personal benefit or in violation of the intended commercial purpose of the site. Any misuse of the website for non-commercial activities could lead to restricted access.

5. Respecting Intellectual Property Rights

Users must respect all intellectual property rights, including trademarks, patents, copyrights and trade secrets associated with the products or services mentioned on the website. Responsibility: Users must not use, copy, distribute or reproduce content, product descriptions or other materials from the website without proper authorization or in a manner that violates intellectual property laws.

6. Representations, Warranties and Indemnification by User

The user is responsible to represent and warrant that he/she at least 21 years of age and that you possess the legal right and ability to legally obligate yourself to these Terms of Use. You represent and warrant that all information that you provide through your use of this website (and all services accessed from or available on this website) is correct and that you have the legal right and authority to provide such information. You represent and warrant that you will use this website in accordance with these Terms of Use and all applicable laws. You agree to indemnify, defend and hold us and our affiliates, business partners, officers, directors, employees and agents harmless from any loss, liability, claim, demand, damage or expense (including reasonable legal fees) asserted by any third party relating in any way to your use of this website or breach of these Terms of Use. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations.

7. Adherence to Terms of Use and Privacy Policy

Users must read, understand and agree to the website's Terms of Use and Privacy Policy before accessing or using the site. These documents outline the legal framework under which the website operates and the user's rights and responsibilities. Responsibility: Users must review and accept the website's Terms of Use and Privacy Policy and comply with any guidelines, restrictions or rules established within these documents. Failure to comply with these terms could result in restricted access or legal action.

8. Export Documentation and Certification

Users must ensure that they have the proper documentation required for the export and import of goods, such as certificates of origin, product certifications or export licenses. Responsibility: Users are responsible for securing and managing all necessary documentation and certifications that may be required for the export of goods, even though the website itself does not handle the direct sale or transaction process.

9. No Facilitation of Unauthorized Transactions

Users must not use the website to facilitate any illegal, fraudulent or unauthorized transactions or activities. This includes, but is not limited to, circumventing trade restrictions, attempting to sell prohibited goods or engaging in illicit trade practices. Responsibility: Users must ensure that all actions taken through the website are legal and ethical and must refrain from using the website to conduct any illegal or prohibited business activities.

10. Responsibility for Shipping and Logistics

While the website may provide information or resources related to exporting, users are fully responsible for the logistics of shipping products, including choosing transportation methods, selecting carriers, handling tariffs and complying with customs procedures. Responsibility: Users must ensure they understand and manage the shipping process, including any applicable taxes, duties or customs fees and should select reliable and legal shipping methods for their goods.

11. User Conduct

Users must conduct themselves in a professional and respectful manner when interacting with the website and other users, including maintaining ethical business practices and treating others' intellectual property and business information with respect. Responsibility: Users are accountable for their actions and interactions on the website and must ensure they behave in a manner consistent with the expectations set by the website's policies and relevant trade practices.

12. Notification of Changes in Business Status-

Users must promptly inform the website administrators of any significant changes to their business status, such as changes in ownership, trade licenses or eligibility to export. Responsibility: Users are required to keep their registration and business information current and update any relevant details promptly to avoid disruption of services or access to the website.

E. Website Content and Information

1. Product Information

The product information presented on this website is intended for informational and showcase purposes only. This may include product descriptions, features, specifications, images and other related content. While the website strives to provide accurate and up-to-date information, it does not guarantee the accuracy, completeness or reliability of the product details. Users are advised to verify any product-related information with the appropriate suppliers, manufacturers or authorized distributors before making any business decisions, inquiries or commitments.

2. Product Changes

Product information, including but not limited to specifications, prices, availability and other relevant details, is subject to change at any time without prior notice. The website makes no guarantee that the information presented is up-to-date or will remain unchanged. Users acknowledge that the products featured on the website may be altered or discontinued at the discretion of the manufacturers or suppliers and the website is not liable for any inaccuracies or discrepancies in product details.

3. Intended for Showcase Purposes

The products displayed on the website are primarily for showcase purposes and are not intended for direct purchase through the website. The content is meant to give users an overview of the products available through third-party suppliers or manufacturers. If users are interested in purchasing, obtaining additional information or have specific inquiries, they must contact the relevant suppliers or manufacturers directly. The website does not facilitate any transactions or sales of the products showcased.

4. Third-Party Links

The website may contain links to third-party websites, vendors or services for informational purposes or to provide additional resources to users. These links are provided solely for convenience and do not imply an endorsement or affiliation with the third-party sites. The website does not control or monitor the content, products, services or transactions that occur on these third-party websites. Users acknowledge that any interactions, purchases or communications with third-party vendors are solely between the user and the third party. The website shall not be held responsible for any losses, damages or issues arising from such interactions.

F. Intellectual Property

1. Ownership of Content-

All content available on this website, including but not limited to images, text, graphics, logos, trademarks and other material (collectively, "Content"), is the exclusive property of Inorbvict Agrotech Pvt. Ltd or its respective partners and affiliates and is protected by copyright, trademark and other intellectual property laws. You may not use, copy, reproduce, distribute, transmit, display, modify or create derivative works from any of the Content without the express written permission of Inorbvict Agrotech Pvt. Ltd or the relevant copyright holder, except as otherwise expressly authorized in these Terms and Conditions.

2. User-Generated Content-

If you submit any content to the website, including but not limited to reviews, feedback, comments or inquiries ("User-Generated Content"), you retain ownership of such content. However, by submitting User-Generated Content, you grant Inorbvict Agrotech Pvt. Ltd. a perpetual, irrevocable, non-exclusive, royalty-free and worldwide license to use, reproduce, modify, adapt, publish, translate, distribute, display and create derivative works based on such content for any purpose, including but not limited to marketing, promotional or website-related purposes. You further represent and warrant that you own or have the necessary rights to grant this license and that the User-Generated Content does not infringe any third-party intellectual property rights.

Inorbvict Agrotech Pvt. Ltd reserves the right, but not the obligation, to monitor, remove or edit any User-Generated Content that violates these Terms and Conditions or is deemed inappropriate at our sole discretion.

G. Privacy and Data Protection

A comprehensive Privacy and Data Protection Policy is available on our website. This policy provides detailed information regarding the collection of personal information, data usage, data security, cookies, third-party data sharing and more. By using or viewing the website, users are deemed to have read, understood and accepted the terms outlined in the Privacy Policy.

H. Limitation of Liability

1. No Liability for Transactions

The website serves solely as a platform for users to access information and interact with third-party suppliers, manufacturers and service providers. We do not participate in, nor are we responsible for, any transactions or agreements that occur between users and third-party entities. Any issues, disputes or claims arising from such transactions, including but not limited to product defects, delays or non-delivery, are the sole responsibility of the parties involved. Users are encouraged to exercise caution and perform due diligence when engaging in transactions with third parties.

2. Accuracy of Information

While we make reasonable efforts to ensure the accuracy and completeness of the information provided on the website, we do not guarantee the accuracy, timeliness or reliability of any content, including product descriptions, specifications, pricing or availability. The website and its content are provided "as is," and we disclaim any liability for errors, omissions or inaccuracies in the information presented. We reserve the right to make changes to the content without prior notice.

3. No Endorsement

The website does not endorse or recommend any third-party products, suppliers or services featured on the platform. Any reference to third-party products, services or websites is for informational purposes only and does not constitute an endorsement, sponsorship or affiliation with the third party. We are not liable for the quality, performance or compliance of third-party offerings and users assume all risk when engaging with such third parties.

I. Dispute Resolution

1. Governing Law-

These Terms and Conditions, along with any disputes or claims arising out of or related to the use of the website, shall be governed by and construed in accordance with the laws of State of Maharashtra and Union of India, without regard to its conflict of law principles. By accessing or using the website, you consent to the exclusive application of the laws of State of

Maharashtra and Union of India and applicable International Laws, unless otherwise is mutually agreed upon by the parties, in writing.

2. **Arbitration or Mediation**

In the event of any dispute, claim or controversy arising out of or in connection with your use of the website, the parties agree to first attempt to resolve the matter amicably through informal discussions. If the dispute cannot be resolved informally, the parties agree to submit the matter to binding arbitration or mediation.

Arbitration: Any disputes that cannot be resolved informally will be resolved through binding arbitration, administered by specific organization as decided in specific agreement between the user and our company, in accordance with its rules. The arbitration will be conducted within the State of Maharashtra, India and will be governed by the laws of India.

Mediation: Alternatively, the parties may agree to resolve the dispute through mediation before resorting to arbitration or litigation. The mediation will be conducted in Pune city in State of Maharashtra, India and a mutually agreed-upon mediator will facilitate the process.

3. **Venue**

For any disputes that cannot be resolved through informal resolution, arbitration or mediation, the parties agree that the exclusive venue for any legal action shall be in the courts located in Pune City located in State of Maharashtra, India. This venue shall apply regardless of the geographical location of users, including international users. By using this website, you agree to submit to the jurisdiction of the courts in Pune City located in State of Maharashtra, India and you waive any objections to venue or jurisdiction, unless otherwise is mutually agreed upon by the parties, in writing.

J. **Amendments and Termination**

1. **Changes to Terms and Conditions**

We reserve the right to modify, update or amend these Terms and Conditions ("T&Cs") at any time, without prior notice. Any changes made to the T&Cs will be effective immediately upon posting the updated version on the website. It is your

responsibility to review these T&Cs periodically to stay informed of any updates or revisions. By continuing to access or use the website after such changes have been posted, you acknowledge and agree to be bound by the updated T&Cs. If you do not agree with any of the changes, you must cease using the website immediately.

In the event of any significant changes to these T&Cs, we may, at our discretion, provide additional notice through email or a prominent notice on the website. However, continued use of the website after the changes are made shall be deemed as acceptance of the revised T&Cs.

2. Access Termination

We reserve the right, at our sole discretion, to suspend, limit or terminate your access to the website at any time, with or without notice, for any reason, including but not limited to:

- Violation of these T&Cs.
- Engagement in prohibited or unlawful activities, including but not limited to fraudulent behavior, spamming, harassment or misuse of the website's services.
- Any other actions deemed to be harmful or disruptive to the website, its users or its operations.

Upon termination of your access, you must immediately cease all use of the website. We are not liable for any consequences resulting from the suspension or termination of your access, including any loss of data or disruption to services. In cases of severe violations, we may also take further legal action if necessary.

By using this website, you agree that the website, in its sole discretion, may suspend or terminate your access without prior notice if it is determined that you have breached these T&Cs or engaged in any activity deemed inappropriate or harmful to the website or its users.

K. Third-Party Links and Contents

1. External Websites

Our website may contain links to external websites or third-party content for your convenience, reference or informational purposes. These links are provided solely as a resource and do not imply endorsement, approval or responsibility for the content, products, services or opinions offered by these external sites or parties. We do not

control, monitor or have any influence over the content, legality, accuracy or availability of these external resources and we expressly disclaim any responsibility or liability for any issues or damages that may arise from your access to or use of any third-party websites or content.

By using these external links, you acknowledge and agree that we are not responsible for any risks, losses or liabilities associated with your engagement with external sites or their content. We recommend that you carefully review the terms, privacy policies and practices of any third-party websites before engaging with them.

2. No Control over Transactions

Any interactions, agreements or transactions you engage in with third parties, whether facilitated by links on our website or otherwise, are solely between you and the external party. We do not control, monitor or participate in any such transactions and we make no guarantees or representations regarding the outcome, legality, validity or quality of these transactions.

We expressly disclaim any responsibility or liability for the conduct of third-party transactions, relationships or agreements, including any purchases, contracts, disputes or claims that may arise as a result of engaging with external parties. By using external links or engaging in transactions with third parties, you assume full responsibility for any risks, losses or liabilities that may occur.

It is important that you exercise caution and verify any information or details before entering into any agreements or transactions with third parties and we encourage you to seek professional advice if necessary.

L. Severability and Waivers

1. Severability

If any provision of these Terms and Conditions ("T&Cs") is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from these T&Cs. The remaining provisions of the T&Cs shall continue in full force and effect and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions. In such an event, the parties agree to replace the invalid or unenforceable provision with a valid and enforceable provision that closely reflects the original intent of the invalid provision.

2. Waiver of Rights

Failure or delay by us in exercising or enforcing any right, remedy, power or privilege under these T&Cs shall not be deemed to constitute a waiver of that right, remedy, power or privilege, nor shall it affect our ability to exercise or enforce that right, remedy, power or privilege at any time in the future. A waiver of any provision of these T&Cs will only be effective if it is made in writing and signed by an authorized representative of the website. No single waiver or failure to enforce any provision of these T&Cs shall be construed as a continuing or permanent waiver of such provision or any other provision.

Any rights and remedies provided in these T&Cs are cumulative and are in addition to any other rights or remedies available under applicable law or equity.

M. Disclaimer of Warranties

Inorbvict Agrotech Pvt. Ltd. makes no representation or warranty of any kind whatsoever to you or any other person relating in any way to the service, including any part thereof or any website or other content or service that may be accessible directly or indirectly through the service. Inorbvict Agrotech Pvt. Ltd. disclaims to the maximum extent permitted by law, any and all such representations and warranties.

Without limiting the generality of the foregoing, Inorbvict Agrotech Pvt. Ltd. disclaims to the maximum extent permitted by law any and all (i) warranties of merchantability or fitness for a particular purpose, (ii) warranties against infringement of any third party intellectual property or proprietary rights, (iii) warranties relating to delays, interruptions, errors or omissions in the service or any part thereof, (iv) warranties relating to the transmission or delivery of the service, (v) warranties relating to the accuracy or correctness of data and (vi) warranties otherwise relating to performance, nonperformance or other acts or omissions by Inorbvict Agrotech Pvt. Ltd. or any third party. Further and without limiting the generality of any of the foregoing, there is no warranty that the service will meet your needs or requirements or the needs or requirements of any other person.

N. Precedence of specific agreement-

We acknowledges that any specific agreement between the parties shall take precedence over the general terms and conditions and disclaimers provided. In the event of any conflict or inconsistency, the terms of the specific agreement will

supersede the general terms and disclaimers and the parties agree to be bound by the provisions of the specific agreement as outlined.

O. Contact Information

1. Support Contact

If you have any inquiries, require assistance or need support regarding these Terms and Conditions, your use of the website or any other related matters, please feel free to reach out to us through the following contact methods:

- Email: rajeshmeshram50@gmail.com
- Phone Number: +91 9850558881

Our support team is available to assist you during our regular business hours: [9:30 AM to 6:30 PM, Monday to Friday, excluding public holidays]. We will make every effort to respond to your inquiries as promptly as possible.

2. Business Details

This website is owned and operated by:

- Legal Name of Company: Inorbvict Agrotech Pvt. Ltd.
- Registered Office Address:

Inorbvict Agrotech Private Limited,

Office No. 822, 8th Floor, Solitaire Business Hub,

Balewadi High Street, Baner, Pune, MH- 411045, INDIA

- Company Identification Number: U46539PN2024PTC236705
- Tax Deduction and Collection Account Number: PNEI13238B
- Permanent Account No- AAHCI9685D

For any formal correspondence, legal notices or business inquiries, you may contact us at the above address or via email at Rajeshmeshram50@gmail.com.

By using the website, you acknowledge that this contact information is provided to facilitate communication with our team for support, inquiries and legal matters related to the website's terms of use.

Important- By using this site, you agree to our Terms & Conditions, Disclaimer and Privacy Policy.

THANK YOU.