

Terms of Use

This website is owned and operated by **PAN CREATIONS INDIA** (henceforth referred as "PAN CREATIONS INDIA or "PCI" or "Owner" or "we" or "us" or "our") having registered address at "Near Transport Market, Chittorgarh Road, Bhilwara 311001, (Rajasthan) INDIA"

In using the services provided by our website <https://www.waferthinstone.com> (Website/Platform/Site) you are deemed to have accepted the terms and conditions listed below or as may be revised from time to time, which is, for an indefinite period and you understand and agree that you are entering into a legally binding agreement with PAN CREATIONS INDIA the owner and operator of <https://www.waferthinstone.com>

Please read these terms of use and other policies carefully and if you have any queries about these terms of use and other policies or any complaints or suggestions regarding our website, please feel free to write to sunil@pancreationsindia.com or call us on 91-1482-242102 / 242073 (Timings: 10.00 A.M to 5.00 P.M Indian Standard Time).

Eligibility Criteria

If you are below 18 years of age, you are prohibited to use/purchase from or with this website. Persons who are incompetent to contract within the meaning of the Indian Contract Act, 1872 are not eligible to use this website.

Those who choose to access this website from outside India are responsible for compliance with local laws and if to the extent local laws are applicable.

Applicability

The Agreement & other policies is applicable to any person when they visit or access any part of the Platform or utilize the Services, such persons are referred to as users/customers.

The Agreement between User and owner is effective on the date on which the Website is accessed and/or the date on which terms of Agreement are updated, creating a legally binding arrangement between the User and the Owner.

Other Policies

Policies uploaded or to be uploaded on this website is also a part of this agreement and is applicable to any person when they visit or access any part of the website/ Platform or utilize the Services.

- ✓ **Cancellation, Return, Refund Policy and Replacement Policy**
- ✓ **Shipping & Logistics Policy**
- ✓ **Instructions to Use Policy**
- ✓ **Warranty Policy**
- ✓ **Privacy Policy**
- ✓ **Legal Disclaimer**
- ✓ **Any other policy to be uploaded.**

Non acceptability of terms

If the User does not agree with the terms of the Agreement & other policies, the User is advised to refrain from using the Website/ Platform. By accessing or using the Website/ platform, the user irrevocably accepts the Agreement & all the policies and agrees to abide by the same (as updated from time to time).

User Account

PCI does not permit Users to avail the Services on the Platform without prior registration. Users may access the platform by registering to create an account and become a member. The membership is limited for the purpose of buying products, is subject to this Agreement and other terms & conditions and various policies. The owner reserves the right to terminate the Users account and / or deny access to the Platform if it is brought to the owner's notice or if it is discovered that the User does not meet the conditions herein.

Details required for user account

The Users are required to provide basic details like Name, Gender, Date of Birth, Email Id, Contact number & Complete Address etc. By such registration, User consents to be contacted by owner via phone calls, SMS notifications, instant messages or other such means of communication inter alia for subscription/services/promotional updates etc. Users may 'opt-out' of such subscription/service/promotional updates either through the 'opt out' means provided or by writing to sunil@pancreationsindia.com . Please refer our **Privacy Policy** also for more details of user account.

Your Obligations

- a) You have to provide true, accurate, current and complete information about yourself while registration at <https://www.waferthinstone.com>
- b) You should maintain and promptly update registration data to keep it true, accurate, current and complete. If you provide any information that is false, inaccurate, incomplete or not current or if PCI has reasonable grounds to suspect that such information is false, inaccurate, incomplete, not current or not in accordance with this user agreement, we have the right to indefinitely suspend or terminate your membership and refuse to provide you with access to our website.
- c) You will provide authentic and true information in all instances where such information is requested of you. PCI reserves the right to confirm and validate the information and other details provided by you at any point time. Further, PCI also reserves the right to ask for additional information for accepting orders or before making delivery in certain cases. If upon confirmation, your details are found to be false (partially or completely), PCI has the right in its sole discretion to reject the registration and debar you from using the services of <https://www.waferthinstone.com> and or other affiliated websites without prior intimation whatsoever.
- d) You confirm that the address at which delivery of the product(s), ordered by you, is to be made is correct and proper in all aspects.

Product Use Policy/ Instructions to Use.

Before placing of any order users are required to go through the product use policy/ Instructions to use for proper information about our product for safety points, installation process, Use of Adhesives & Fillers, Information about heat & temperature, flammability of product, quality of material etc.

By placing an order for a product, you agree to be bound by the conditions of sale and invitation to offer included in the item's description.

Product Visual Discrepancies

We are making every possible effort to produce our products as perfectly as possible. What you will observe on the website is a view that results in the discrepancy of every computer screen - like colors, shades, textures, sizes and appearances etc., we cannot guarantee that your monitor or screen's display of any color will be completely accurate, as computer monitors and screens of electronic devices may vary from device to device and colors, shades, textures, sizes and appearances etc. of actual product may also vary from their digital view. User shall check our Cancellation, Return, Replacement and Refund policies before placing of any order.

Credit/Debit Card Particulars

You understand, approve and confirm the accuracy of credit/debit card details provided by you for using our services on our website. Credit cards/Debits Cards should be your own or you should have permission to use the cards of others and should include correct and valid details while placing of any order. The info given by you will neither be used nor shared by us with any third party unless necessary for scam proofs by the law's guideline or order of the court. We cannot be held responsible for any credit card fraud. You will be responsible for potential credit card fraud. The duty to prove wrong doing shall be solely on you.

Failure of Payment

We will accept the orders after receipt of amount paid by you, in case of any failure of payment we will hold the dispatches until confirmation of payment. Any changes in currency rate, product price, charges, taxes etc. during the holding period will required to be paid by the customer.

Restriction

PCI reserves the right, at its sole discretion, to limit the quantity/value of the items purchased by you and such other restrictions as may be applicable to orders placed by the same account, the same credit/debit card and also to orders that use the same billing and/ or shipping address. We will provide notification to the customer should such limits be applied. PCI reserves the right at its sole discretion to prohibit sales to anyone as it may deem fit.

Force Majeure

PCI shall not be liable for any damages whatsoever arising out of force majeure or other similar circumstances, directly or indirectly affecting owner and/or the Platform. Examples of force majeure events include without limitation real or potential labour disputes, governmental actions, governmental or parliamentary restrictions, prohibitions or enactments of any kind, import or export regulations, exchange control regulations or accident or non-availability/ delay in transport, war or threat of war, sabotage, civil unrest, demonstrations, act of god, fire, storm, flooding, explosion,

earthquake, epidemic or pandemic, provisions or limitations of materials or resources, inability to obtain the relevant authorization, accident, and defect in electricity or telecommunication network.

Force majeure or other events beyond our control, hindrance, delay or complication in the maintenance of the Platform entitles us to suspend or limit the Platform until further notice.

Damages to Owner

User shall indemnify, defend, and hold harmless to Owner and its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs, and expenses (including legal and statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Company that arise out of, result from, or in connection with:

1. User's breach of this Agreement;
2. any claims made by any third party due to, or arising out of, or in connection with User's use of Platform.
3. the User's violation of any rights of another, including intellectual property rights; and
4. the User's violation of any applicable laws.

Site Security

You are prohibited from violating or attempting to violate the security of this website, including, without limitation:

- a) Accessing data not intended for you or logging onto a server or an account which you are not authorized to access.
- b) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- c) Attempting to interfere with service to any other user, host or network, including without limitation via means of submitting a virus to the site, overloading, flooding, spamming, mail-bombing or crashing.
- d) Sending unsolicited email, including promotions and or advertising of products or services;
- e) Forging any TCP / IP packet header or any part of the header information in any email or newsgroup, posting violations of system or network security may result in civil or criminal liability. PCI will investigate occurrences that may involve such violations and may involve, and cooperate with law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this site or any activity being conducted on this site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search this site other than the search engine and search agents available on this site and

other than generally available third party web browsers (e.g. Microsoft Explorer, Google Chrome, Mozilla Firefox).

Fraudulent Transactions

PCI reserves the right to recover the cost of goods, collection charges, damages caused to PCI and legal expenses from persons using the site fraudulently. PCI reserves the right to initiate legal proceedings against such persons for fraudulent use of the website and any other unlawful acts or acts or omissions in breach of these terms and conditions.

Copyright and Trademark & Website Content

PCI reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on this website. All trademarks and other intellectual property are owned or licensed to us (unless otherwise specified). Access to this website does not authorize anyone to use any name, logo or mark in any manner.

All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this website (collectively content are intended solely for personal and non-commercial use. You may download or copy the contents and other materials displayed on the website for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You will not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the contents of the website or any related software. All software used on this website is the property of PCI or its suppliers and they are protected by Indian and international copyright laws. If you have any doubts about what you can do, please email us at sunil@pancreationsindia.com, while our website is accurate as possible, we cannot accept responsibility for any inaccuracies or errors beyond our reasonable control.

External Material

The website may contain links to other websites; these external websites are not under our control. We cannot be held responsible for such websites and cannot make any warranties about them. We provide these links because we think they might interest you, but we do not monitor or endorse these websites.

Liability

We take no responsibility for any loss or damage suffered as a result of our online service or Products supplied using the same, except as required by law, even if we could have foreseen the loss, or the possibility of it was brought to our attention.

Any product you buy from our website is completely at your discretion and you accept that you place the order only after thoroughly inquiring about the product and being completely acquainted about the product, its features, characteristics, usage etc. PCI is not liable for any kind of damages or losses whatsoever suffered by the customers due to the use of the product. Please go through "**Product use Policy/ Instructions to use**" before placing any order or before the use of product.

Reviews, Feedback, Submissions

All reviews, comments, feedback, postcards, suggestions, ideas and other submissions disclosed, submitted or offered in connection with your use of this website will be and remain the property of PCI. Such disclosure, submission or offer of any comments shall constitute an assignment to PCI of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the comments.

Thus, PCI owns exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise of any comments. PCI will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any comments you submit for any purpose whatsoever, without restriction and without compensating you in any way. PCI will be under no obligation

- a) To maintain any comments in confidence
- b) To pay you any compensation for any comments
- c) To respond to any comments

You agree and confirm that any comments submitted by you to the website will not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s) and will not cause injury to any person or entity. You further agree that no comments submitted by you to the website will be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mails or any form of spam.

PCI does not regularly review posted comments, but does reserve the right (but not the obligation) to monitor and edit or remove any comments submitted to this website. You grant PCI the right to use the name that you submit in connection with any comments. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any comments you submit. You are and shall remain solely responsible for the content of any comments you make and you further agree to keep indemnified PCI and its affiliates for all claims resulting from any comments submitted by you. PCI and its affiliates are not responsible nor assume any liability for any comments submitted by you or any third party.

Arbitration

In the situation of any legal issue between the company and the customer over the course of individual use of the website in association with rationality, interpretation, execution or purported breach of any provision of this agreement including the all the other policies and documents incorporated through reference, the dispute shall be mentioned to a sole arbitrator who will be an independent and neutral third party. The location of arbitration will be Bhilwara (Rajasthan) and The Arbitration & Conciliation Act, 1996, shall administer the arbitration proceedings. The proceedings shall be in the English language.

Governing Law

The agreement and other policies incorporated by reference will be administrated and interpreted in accordance with the laws of India by exclusive jurisdiction conferred in the courts in Bhilwara (Rajasthan).

Modification Of Terms And Conditions Of Service

PCI reserves the right at any time to modify the terms and conditions of this user agreement without any prior notification to you. You can access the latest version of the user agreement at any given time on <https://www.waferthinstone.com> You should regularly view the user agreement, In the event the modified user agreement is not acceptable to you, you may undertake to discontinue using our service. However, if you continue to use our service you shall be deemed to have agreed and accepted to the modified terms and conditions and you undertake to abide by the modified terms and conditions and you undertake to abide by the modified user agreement.

Disclaimer

All products and the information displayed on <https://www.waferthinstone.com> constitute an invitation to offer. Your order for purchase constitutes your offer which shall be subject to the terms and conditions as listed herein. We reserve the right to accept or reject your offer in part or in full. Our acceptance of your order will take place upon the dispatch of the product(s) ordered.