

SAPWORLD MARKETING PRIVATE LIMITED

<https://sapdeal.in/>

BUY BACK / EXCHANGE / REFUND POLICY

At **M/S Sapworld Marketing Private Limited** (Hereinafter referred as Direct selling entity), it's our passion and mission to ensure highest quality of our products to the satisfaction of a consumer. However, at times in-spite of our best efforts it doesn't meet your desired expectations and If for any reason you are not completely satisfied with the product, you may return it within Thirty days' from the date of receipt of the product provided you have notified your intention within one week from the date of receipt of the goods at your end by either calling us at [+91 8329379432](tel:+918329379432) or email at: care@sapdeal.in.

The buyback / refund policy is applicable only for products in saleable condition, and partially used product (not exceeding 30% of the total volume of the product) only if accompanied with an invoice. If at all a product is observed to have been intentionally damaged or misused the buyback / refund warranty stands void. It is obligatory upon our Consumers to exercise the Product Buyback & Refund Policy in fairness.

1. Buyback / Refund Policy:

1.1. In keeping with Company's goal of ensuring your satisfaction, this Return and Replacement Policy (hereinafter referred to as the "Policy"), together with the terms of use, sets out Company's procedures and policies in accepting Product returns, once a Product has been delivered after purchase from the Platforms. Any Product return shall be governed by the terms and conditions set out under this Policy.

1.2. Independent Business Owners / Independent Distributors ("You") are requested to peruse and understand the terms of this Policy. If you do not agree to the terms contained in this Policy, then you are advised not to accept the terms of use and may forthwith leave and stop using the Platforms. The terms contained in this Policy shall be accepted without modification and you agree to be bound by the terms contained herein by initiating a request for purchase of Product(s) on the Platforms

1. If the product is in marketable* condition and is returned within 30 days of receipt of goods accompanied by the original invoice, 100% of the amount as refund will be given.
2. If the product is in Unmarketable** condition and is returned within 30 days of receipt of goods refund value will be assessed by Grievance Redressal Officer and appropriate value will be given.

*Marketable refers to products that are unused, unopened, sealed and undamaged in any form whatsoever.

**Unmarketable products are those which have been opened, used and its seal broken.

2. TERMS OF RETURN AND REFUND :

2.1. As a unique feature, Company has "No Question Asked" Return and Refund Policy subject to certain quality parameters and guidelines as set forth herein below. The Return Period is specifically mentioned on Product's description page or on Invoice Description. No request of return or refund shall be entertained beyond that period.

- **Cancellation by Direct selling entity:** There may be certain orders that Direct Selling entity is unable to accept and has the right to cancel such order. Direct Selling entity reserves the right, at its sole discretion, to refuse or cancel any order for any reason whatsoever. Some situations that may result in Consumer / Independent Direct Seller's order being cancelled include, without limitation, non-availability of the Product or quantities ordered. Direct Selling entity may also require additional

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verifications or information before processing any order. If Consumer / Independent Direct Seller's order is cancelled, after the payment has been processed, the said amount will be reversed / remitted to the Consumer / Independent Direct Seller either to the bank account provided for such reversal, or to the payment instrument from which payment was made. Direct Selling entity shall have the sole discretion to determine the mode of reversal from the above options.

- **Cancellation by the Consumer / Independent Direct Seller:** As part of usual business practice, if the Direct selling entity receives a cancellation notice and the order has not been processed, Direct Selling entity may cancel the order and refund the entire amount to Consumer / Independent Direct Seller within a reasonable period of time. Direct Selling entity will not be able to cancel orders that have already been processed and have left the Direct Selling entity / Franchisee or Pickup Centre's premises the Consumer shall be informed of its right to return the product to the Direct Selling entity by bearing its own shipping costs.

2.2. Before accepting shipment of any product, kindly ensure that the product's packaging is not damaged or tampered. If the package is damaged or tampered, in such case you must refuse to accept delivery. We assure exchange or replacement for the products, or refund, as the case may be, upon such refused deliveries. Accepting delivery of such damaged or tampered shipments shall be entirely at your risk and Company shall not be responsible for the same.

2.3. If you are dissatisfied with the Product purchased from the Company or in the event where there are defects and deficiencies in the products, you may initiate a request for product exchange, replacement, or return, as the case may be, on the Platforms subject to the Clause 2.1 of this Policy. You are advised to visit the section Contact Us on website <https://sapdeal.in/>.

Exchange

If you need to exchange an unopened, un-sealed and undamaged or unused product you may need to return it to the Direct Selling entity with the original invoice. In such a case, the Consumer can exchange the products from the Direct Selling entity within 30 days from the date of receipt of goods and must submit the following at the time of exchange and help us in our services:

- Product Return Form
- Copy of receipt of goods
- Products in original packing and *marketable condition
- Your exchangeable product can be changed/replaced with equally or higher priced product and on payment of differential amount.
- In such a case you will have to bear the cost of shipping the product to the entity's Godown / Franchisee's Godown or Pickup Centre, as the case may be or as directed by the entity

2.4. If you are desirous of cancelling the ordered products and request for complete refund of the amount paid directly to the bank account / credit card / debit card / wallet, used by you at the time of placing the order, the Company shall take the request subject to the Clause 2.1 of this Policy and cancel such order. In such case, the eligible amount of refund shall be transferred by the Company to you directly to your bank account / credit card / debit card / wallet used at the time of placing the order, after deduction of business incentives (including TDS) earned / accumulated / paid by Sapdeal on the cancelled order along with all subsequent orders made on or after the date of cancelled order, either placed by you or your sales network team.

- **Set-off of any benefits availed by Consumer / Independent Direct Seller:** In case Independent Direct Seller has availed any benefit under any marketing or promotions provided by the Direct

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Selling entity in relation to the Product for which the order has been cancelled by the Consumer / Independent Direct Seller or by the Direct Selling entity, Independent Direct Seller agrees and authorizes the Direct Selling entity to recover such benefits from Independent Direct Seller's incentive / compensation payable or set-off the same from any refunds to Independent Direct Seller.

2.5. If the amount of business incentive / group incentive (including TDS) already earned / paid to you is more than the amount of refund requested by you towards cancelled product, no refund will be given in such case as you have already received the amount more than / equal to the amount of refund requested. In such case, the Company may at its sole discretion reserves absolute right to recover such additional amount from you. This provision is necessary to eliminate exploitation of the business plan by abusing the process of refund facility provided by the Company.

2.6. Provisions of clause 2.4 and 2.5 above will not be applicable in case of exchange, or delivery refused pursuant to provisions of clause 2.2 of this Policy, as the case may be.

2.7. You may initiate such requests for a return, exchanges, or replacement as per the following categories:

PRODUCT CATEGORY		RETURN PERIOD	RESOLUTION
FASHION AND LIFESTYLE PRODUCTS	Any apparel, accessories, footwear, sunglasses, certain fashion Jewellery, etc.	Return Period is mentioned on Product's description page. Or Invoice – as long as the product is unused, unwashed, with price tags intact and should not carry stains, sweat, detergent, or body odour alongwith undamaged packaging	Exchange or Refund.*
	Innerwear: Briefs and Panties, lingerie sets, socks and stockings, swim wear etc.	Non-returnable due to hygiene reasons	Not Applicable
OTHER CATEGORIES (Essentials and Non-essentials)	Home & Kitchen, Fitness & Nutrition, Health & Wellness, Beauty & Skincare etc.	Special Products. Please contact customer care for more details.	Special Products. Please contact customer care for more details.

*As per Clause 2.8 below.

** Return and Refund of other categories products shall be dealt in accordance with government

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directions. Customers' safety will remain the top priority and return and refund will vary from product to product.

2.8. In case of damaged product, wrong product or quality issues with the products, you must register your complaint within 24 to 48 hours from the date of delivery. Any claim for damaged product/quality issue/wrong product reported after 48 hours from the date of delivery will not be entertained by the Company.

2.9. You shall ensure that the Product(s) being returned comply with the conditions set out under this Policy.

2.10. If you seek refund against cancellation of your order, Company shall initiate refunds within 10 (Ten) business days from the date on which it receives the shipment at its warehouse.

2.11. All return, replacements and refund shall be subject to successful completion of quality check at Company's warehouse in compliance of terms and conditions of this Policy.

2.12. The refund will reflect either in your bank account which was originally used for purchase of the products. All refunds in your bank account shall be subject to applicable charges as your bank may deduct as per their policy. In such cases, if you find any deduction from the amount of refund which is not communicated to you, please check with your bank.

2.13. If you purchase Products which form a part of a package of other Products, or if the Product forms a part of a promotional package (collectively, the "Bundled Package"), you shall be required to return all the Products that form a part of the Bundled Package for Company to process refunds.

For example: if you purchased a shirt and a pair of pants as 1 (one) Product in a promotional package, you will be required to return both the shirt and the pair of pants and will not be permitted to return either only the shirt or only the pair of pants from the Bundled Package.

2.14. Return, exchange, or refund for purchased Products shall not be entertained by Company if:

- The Product has been used for reasons apart from checking fit and comfort.;
- The Product has been washed;
- The price tags, brand tags, box, original packaging material, and accompanying accessories have been damaged or discarded;
- The serial number / bar code of the Product, as applicable, does not match Company's records;
- The accessories delivered with the Product are not returned along with the Product, in an undamaged condition;
- There are any dents, tears or any other damage to the Products or any part thereof;
- The gifts accompanying the purchased Product have not been returned, or upon being returned, show signs of being used, washed, or defect; or
- Company is satisfied that the Product has been rendered defective or unusable.
- If the Products are from 'Other Categories' as mentioned in Clause 2.8 and doesn't meet the criteria of return or refund.

2.15. The Company shall not entertain request for return, exchange, or refund for any of the following Products:

- Lingerie, innerwear, and swimwear;
- Cosmetics;
- Food and Edible products;
- Essentials goods;
- Ready to eat and packaged food;
- Special Products of Other Categories;
- Socks and stockings;
- Gift vouchers issued by the Company, if any; and
- Such other Products as may be specified by Company from time to time

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2.16. Refund of the amount will be initiated for saleable, sealed, unopened products only (as the case may be) if specifically requested and upon successful completion of quality checks of eligible products at Company's warehouse. The Company may also conduct quality check of the delivered Products at your location and if satisfied with the claim raised, accept the return of the Products. It is further clarified that the Company shall not be required to make any refund in respect of any Product that it deems ineligible for a refund based on its quality checks parameters.

2.17. Upon failure of quality check of the eligible products, the Company may at its sole discretion destroy, dispose otherwise deal with such products return, which in its opinion, neither have any commercial value nor any utilization or have lost its actual character substantially without any liability, of whatsoever nature. The Company also reserves its rights to claim or charge from you the expenses incurred by the Company on reverse logistics for picking up product return forthwith or at the time of future purchases from the Company.

2.18. Refund in your bank account, shall not include money paid towards shipping charges or any other such charges applicable from time to time, except in case of a Product having a defect at the time of delivery (for reasons attributable to, and accepted by Company at its sole discretion after due verification).

2.19. Replacement or exchange is subject to availability of the product (size, colour, etc.) and is limited to one request only.

2.20. The Company will keep you updated about the status of your complaint on you registered mobile number or email address, as the case may be. The Company disclaims all liabilities on account of your failure to check any update about the status of your complaint(s).

2.21. In case the products return is not accompanied by the accessories, gifts or other items originally bundled with such Product, the Company shall have the right, exercisable at its sole discretion, to (i) (a) refuse to accept the product return, or (b) process any refund thereof, or (ii) deduct the amount payable in respect of such items from the amount of refund.

2.22. Refunds shall be processed by the Company through its normal banking channels only and no request for payment of cash shall be entertained.

2.23. All refund shall be initiated in Indian Rupees only.

Once we have received your product for return, we will inspect it and notify you that we have received your returned item. We will also notify you on the status of your refund after inspecting the item. In the event the return of a Product is duly accepted by Direct selling entity, the value of such Product, **will be calculated as per point no. 1 & 2 hereinabove of this Buyback / Refund Policy and will be refunded to Consumer/ Independent Direct Seller by remittance either to the bank account provided by the Consumer/Independent Direct Seller for such refund, or to the payment instrument of the Consumer / Independent Direct Seller from which payment was made. Direct selling entity shall have the sole**

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discretion to determine the mode of reversal from the above options. **No cash refunds under any circumstances will be made.**

3. RETURNS PICK-UP AND PROCESSING

Shipping Cost

You will be responsible for paying your own shipping cost for returning your items. Shipping costs are non-refundable. In some exceptional cases, if the cost of the shipping is paid by the Direct Selling entity / franchisee/ pickup Centre the shipping cost of the return product will be deducted from the refund

If you claim to have self-shipped the Product return in accordance with the provisions of paragraph above, and not receive by Company or the package containing such Product is empty, you are required to submit the 'proof of delivery' received from the courier/postal agency to Company to prove your claim of product return through self-shipment

4. REPEATED RETURN REQUESTS:

4.1. The Company reserve a right to impose such charges as is necessary to reimburse the expense of delivery and pick-up if Company observe that you have a transactional history of repeated returns.

4.2. The Company also reserve a right to make the products ineligible for return or refund or exchange, if the Company observe a transactional history of repeated returns.

4.3. The Company may also notify that the facility of pickup for returns from you has been withdrawn, in which case, you will have to bear your own expense and logistics to return the product back to the Company.

4.4. The liability and risk of such returns shall be on you to establish your claim for return. Refund for returned products or replacement shall only be initiated if they pass through conditions mentioned above. If the product received fails to pass through the verification and checks, the product shall be shipped back to you, for which you shall have to bear the expense

5. COOLING OFF PERIOD

At, Sapworld Marketing Private Limited, it provides its Direct sellers a cooling off period of 7 (seven) days' from the date of execution of the E-contract agreement with it whereby the intending Direct seller can rethink whether he wants to continue with its Direct Selling business which he/she has voluntarily offered to join. If the Direct seller wishes to rescind the said E-Contract Agreement, he/she can do so without attracting any claim or legal action whatsoever on and by either parties to the contract agreement.

6. CLAIMS OF NON-RECEIPT / DELIVERY OF PRODUCT

6.1. The Company always puts its best efforts to deliver the ordered products within 10 business days from the date of purchase. However, at any rare event where you have not received the ordered

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products within 10 business days, you must contact the Customer Care of the Company and provide the details of your order.

6.2. Such intimation on non-receipt of ordered products must be informed to the Customer Care of the Company maximum within 15 days from the date of purchase, failing of which, the Company shall not accept any such claim for further processing and the order will be considered as delivered.

6.3. Subject to timely intimation by you the Company shall, investigate the matter with the courier partner and provide adequate resolution such as expedite delivery or re-shipment or refund, as the case may be, basis the findings of the investigation.

6.4. The Company shall rely upon the following two factors while conducting its investigation:

- a. Shipping address and details as used by you while placing the order;
- b. Proof of delivery as obtained by its courier partners, if any.

6.5. No such claim under this section shall be entertained where the Company, after conducting the required investigation, finds that the products were delivered successfully as per the shipping instructions used by you at the time of placing the order.

6.6. In case the Company finds that the claim submitted by you is false and it is mere an effort of abusing the return and refund policy of the Company, suitable disciplinary and legal action will be taken against such person at the sole discretion of the Company.

7. DISCRETION OF THE COMPANY

7.1. Any request for product return, exchange, replacement of or / and refund, under this policy of Return and Refund, shall be subject to the sole discretion of the Company.

8. JURISDICTION

8.1. Any dispute or difference arise on account of any matter under this Policy or in relation to Interpretation of the provisions of this Policy shall be governed by the provisions of Indian laws and Pune court shall have the exclusive jurisdiction to entertain the same.

DISCLAIMERS:

The original English version of this Policy, may be translated into other languages. The translated version is a courtesy and office translation only and no rights can be derived from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the English version and any other language version of these Terms & Conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive.

Reference Notes:

- The Consumer / Independent Direct Seller must return the product(s) to our head office personally or by courier. A specific form of return must be duly filled and signed by the Consumer / Independent Direct Seller and must be sent along with the product to be returned.
- Period of return for products is calculated as the number of days from the Date of receipt at Consumer / Direct Seller's end to the date of receipt at Direct Selling entity's / franchisee's / pickup Centre's premises, as the case may be.
- Condition refers to the condition in which the stock is received back from the Consumer / Independent Direct Seller as a return. The product may be 'marketable' or 'unmarketable'

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depending on the condition of the returned stock as assessed solely by the Grievance Redressal Officer at Direct Selling Entity's Head office.

- The Product Return Policy does not apply to open packs of literature and videos or other sales and marketing aids, not meant for re-sale and calculable for incentive / compensation eligibility.
- Total returns cannot exceed the quantity(s) purchased appearing on the Invoice.
- BV adjustment of Products returned shall be processed in the same Payout. Total BV of the returned products will be deducted from the returning Independent Direct Seller's account and the sales benefits, incentives or bonuses shall be deducted from all respective beneficiaries and shall reflect in immediate next payment
- If Consumer / Independent Direct Seller return the products directly to Direct Selling entity, BV adjustment shall be done from Independent Direct Seller's payment & any excess amount paid shall be recoverable from the Independent Direct Seller.
- The Consumer / Independent Direct Seller who has returned a particular product shall not be entitled for return of a repurchase within 30 days of return date of the same product for a period of 30 days from repurchase invoice date.
- The return process of a Product may be subject to additional terms & conditions depending on the nature and category of the Product. Any such additional terms should be specified on the Website: www.sapdeal.in. and anyone can contact via email on care@sapdeal.in or be intimated by Direct Selling entity at the time of purchase of the Product.



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