

Terms and Conditions of use:

Introduction

Welcome to caresurgical.com ("Site"). This Site is owned by Care Surgical. This Site is provided to you subject to the following conditions.

Product Policy:

We shall always take care to ensure that all products are in line with the pictures.

All products/services and information displayed on Caresurgical.com constitute an "invitation to offer". Your order for purchase constitutes your "offer" which shall be subject to the terms and conditions as listed below. Caresurgical.com reserves the right to accept or reject your offer. If you have supplied us with your valid email address, we will notify you by email as soon as possible to confirm receipt of your order and email you again to confirm details and therefore process the order. Our acceptance of your order will take place upon dispatch of the product(s) ordered. No act or omission of Caresurgical.com prior to the actual dispatch of the product(s) ordered will constitute acceptance of your offer.

Account and Registration Obligations:

"Your Information" is defined as any information you provide to us in the registration, buying process, in the feedback area or through any email feature. We will protect Your Information in accordance with our Privacy Policy. If you use the Site, you are responsible for maintaining the confidentiality of Your Account and Password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under Your Account or Password. Caresurgical.com shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account. If you know or suspect that someone else knows your password you should notify us by contacting us immediately through the address provided below. If Caresurgical.com has reason to believe that there is likely to be a breach of security or misuse of the Caresurgical.com Site, we may require you to change your password or we may suspend your account without any liability to Caresurgical.com.

You also agree to:

- a. Provide true, accurate, current and complete information about yourself as prompted by Caresurgical's registration form (such information being the "Registration Data")
- b. Maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, incomplete, or not current or if Caresurgical.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or not in accordance with the User Agreement, Caresurgical.com has the right to indefinitely suspend or terminate your membership and refuse to provide you with access to the Site.

Pricing Information:

While Caresurgicals.com strives to provide accurate product and pricing information, pricing or typographical errors may occur. Caresurgicals.com cannot confirm the price of a product until after you order. In the event that a product is listed at an incorrect price or with incorrect information due to an error in pricing or product information, Caresurgicals.com shall have the right, at our sole discretion, to refuse or cancel any orders placed for that product, unless the product has already been dispatched. In the event that an item is wrongly priced, Caresurgicals.com may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Unless the product ordered by you has been dispatched, your offer will not be deemed accepted and Caresurgicals.com will have the right to modify the price of the product and contact you for further instructions using the e-mail address provided by you during the time of registration, or cancel the order and notify you of such cancellation. In the event that Caresurgicals.com accepts your order the same shall be debited to your credit card account and duly notified to you by email that the payment has been processed. The payment may be processed prior to Caresurgicals.com dispatch of the product that you have ordered. If we have to cancel the order after we have processed the payment, the said amount will be reversed back to your credit card account.

Shipping Policy:

Usually the products are shipped within 24 Hours after receiving the confirmed order

However, shipping time varies for some products needs to be specially ordered after we get the confirmation on the same or may be out of stock.

Any additional charges involved due to state/country level entry taxes etc will be charged extra by the courier services at the time of delivery.

The customer is entitled to pay the extra charge to the courier services for the state/country entry tax paid or to be paid.

Returns & Replacement Policy:

We offer Returns & Replacement for items that are:

- a) Lost in transit
- b) Damaged in transit,

We shall replace the Lost/Damaged products at no extra cost

In case Damaged Goods, the customer should send an email to contact@caresurgicals.com within 24 hrs of delivery of goods. No claim would be entertained after the expiry of this period. Damaged goods would have to be returned to Care Surgicals within 24 Hrs after registering the complaint and send the dispatch details by email to contact@caresurgicals.com

Replacement would happen only if the equipment or Item is in its original condition with original packaging and accessories.

Please note that we can process returns claim only for items purchased from Care Surgicals

Refund Policy:

100% refund would be made if the product is not delivered in a maximum period of three weeks from the date of receiving the confirmed order with payment

Refunds are provided by simply reversing the charge on your credit card or bank account through which the original transaction was made

Refunds are not provided for items that have already been shipped & no refunds for replacement products as well

Cancellation Policy:

Orders once processed cannot be cancelled by the customer.

Care Surgicals reserve the right to cancel any Orders without assigning any reason. This might be due to non-availability of the ordered product, rise in price invariably and other unavoidable or unforeseen circumstances.

In such cases, refund will be processed within seven working days from the date of receiving the confirmed order and paid by the way of A/c Payee Cheque in favor of the customer as per the details mentioned in the Purchase Order Form

Credit Card Details:

You agree, understand and confirm that the credit card details provided by you for availing of services on Caresurgicals.com will be correct and accurate and you shall not use the credit card which is not lawfully owned by you, i.e. in a credit card transaction, you must use your own credit card. You further agree and undertake to provide the correct and valid credit card details to Caresurgicals.com. Further the said information will not be utilised and shared by Caresurgicals.com with any of the third parties unless required for fraud verifications or by law, regulation or court order. Caresurgicals.com will not be liable for any credit card fraud. The liability for use of a card fraudulently will be on you and the onus to 'prove otherwise' shall be exclusively on you.

a. Fraudulent /Declined Transactions

Caresurgicals.com reserves the right to recover the cost of goods, collection charges and lawyers fees from persons using the Site fraudulently. Caresurgicals.com reserves the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful acts or acts or omissions in breach of these terms and conditions.

Caresurgicals.com shall not absorb any liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the pre-set limit mutually agreed by us with our payment service providers/ acquiring bank from time to time.

b. Electronic Communications

When you visit the Site or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Payments

Payments can be made by Credit Cards, Debit Cards, Net Banking

Modification of Terms & Conditions of Service:

Caresurgical.com may at any time modify the Terms & Conditions of Use of the site without any prior notification to you. In the event the modified Terms & Conditions is not acceptable to you, you should discontinue using the service. However, if you continue to use the service you shall be deemed to have agreed to accept and abide by the modified Terms & Conditions of Use of this site.

Governing Law and Jurisdiction:

This User Agreement shall be construed in accordance with the applicable laws of India. The Courts at Hyderabad shall have exclusive jurisdiction in any proceedings arising out of this agreement.

Any dispute or difference either in interpretation or otherwise, of any terms of this User Agreement between the parties hereto, the same shall be referred to an independent arbitrator who will be appointed by Care Surgical. and his decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held in Hyderabad. The High Court of judicature at Hyderabad alone shall have the jurisdiction and the Laws of India shall apply.

Limitation of Liability and Disclaimers:

The Site is provided without any warranties or guarantees and in an "As Is" condition. You must bear the risks associated with the use of the Site.

The Site provides content from other Internet sites or resources and while Caresurgical.com tries to ensure that material included on the Site is correct, reputable and of high quality, it cannot accept responsibility if this is not the case. Caresurgical.com will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Site.

This disclaimer does not apply to any product warranty offered by the manufacturer of the product as specified in the product specifications. This disclaimer constitutes an essential part of this User Agreement.

To the fullest extent permitted under applicable law, Caresurgical.com or its suppliers shall not be liable for any indirect, incidental, special, incidental, consequential or exemplary damages, including but not

limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Site, its services or this User Agreement.

Without prejudice to the generality of the section above, the total liability of Caresurgical.com to you for all liabilities arising out of this User Agreement be it in tort or contract is limited to the value of the product ordered by you.

Caresurgical.com, its associates and technology partners make no representations or warranties about the accuracy, reliability, completeness, correctness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Site or that the operation of the Site will be error free and/or uninterrupted. Consequently, Caresurgical.com assumes no liability whatsoever for any monetary or other damage suffered by you on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site; and/or any interruption or errors in the operation of the Site.

Entire Agreement:

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between you and Caresurgical.com with respect to the Caresurgical.com sites/services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Caresurgical.com with respect to the Caresurgical.com sites/services. Caresurgical.com's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

Privacy Policy:

We value your Privacy and the information collected from you at our website is never shared with anyone else and is used only for the purpose of finalizing, fulfilling and shipping your orders as per your instructions.

We would never sell, rent or share your contact details with any third-party.

Contact Details:

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