

## **TERMS AND CONDITIONS FOR USE**

### **1. BACKGROUND**

- 1.1. This document is an electronic record and does not require any physical or digital signatures.
- 1.2. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the privacy policy and Terms of Use for access or usage of Constromat Website and APP.
- 1.3. Constromat is owned and operated by Indithrive Infratech Private Limited, a company incorporated under the relevant laws.
- 1.4. These terms of usage ("Terms of Use") govern your use of Constromat and the Services (as defined below) provided through Constromat. By using or visiting Constromat, or by using any content or information provided as part of Constromat/Services, you shall be deemed to have read, understood, and accepted to be bound by these Terms of Use.
- 1.5. For the purpose of these Terms of Use, wherever the context so requires, "You," "Your," or "Customer" shall mean any natural or legal person who uses Constromat to avail the Products and Services. The terms "We," "Us," or "Our" shall mean Indithrive Infratech Pvt Ltd, its employees, and authorized agents that perform any services on Indithrive Infratech Pvt Ltd's behalf.
- 1.6. We reserve the right to make changes to these Terms of Use at any time. Any such modifications will become effective immediately upon posting to Constromat, and your continued use of Constromat, and/or the services constitutes your agreement to such modifications. You agree to periodically review the current version of these Terms of Use as posted on Constromat.
- 1.7. Your continued use of Constromat following the posting of changes will mean that you accept and agree to the revisions. As long as you comply with these Terms & Conditions, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use Constromat.
- 1.8. Use of Constromat is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of Indian Contract Act, 1872, including minors, undischarged insolvents, etc., are not eligible to use Constromat. If you are a minor, you shall not register as a User of Constromat and shall not transact on or use Constromat. As a minor, if you wish to use or transact on Constromat, such use or transaction may be made by your legal guardian or parents on Constromat. Indithrive Infratech Pvt Ltd reserves the right to terminate your membership and/or refuse to provide you with access to Constromat if it is brought to Indithrive Infratech Pvt Ltd's notice or if it is discovered that you are under the age of 18 years.
- 1.9. Any Customer who uses or accesses Constromat represents to be competent to contract or purchase the Products; represents and warrants that they have the authority to bind themselves to the Terms of Use.

### **2. SERVICES**

- 2.1 Constromat provides construction material supply to Customers (as defined below) subject to your compliance with and acceptance of these Terms of Use.
- 2.2 For the purposes of these Terms of Use, "Applicable Law" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, bye-law, government approval, directive, guideline, requirement, or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy, or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of these Terms of Use or thereafter.

“Authority” shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body, or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders of such authority, body, or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body in West Bengal.

“Customer” shall mean any natural or legal person who uses Constromat to purchase the Products that are being sold on Constromat.

### **3. YOUR ACCOUNT AND PLATFORM USAGE**

3.1 Constromat acts as a platform for the sale of products. Customers cannot purchase products on the platform without mandatory registration. To access our exclusive product listings, Customers must register on Constromat (“Registered Customers”). The registration process may involve verification of Registered Customer details, which may include a detailed telephonic conversation between Constromat and the Registered Customer. Every Registered Customer shall create a unique password (“User ID” and “Password”).

3.2 If you use Constromat, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your device to prevent unauthorized access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. Please ensure that the details you provide to us are correct and complete and inform us immediately of any changes to the information you provided during registration. You can access and update much of the information you provided us with in the “Your Account” section of the platform. You agree and acknowledge that you will use your account on Constromat to purchase products only for personal use and not for business purposes.

3.3 You (whether or not a Registered Customer) agree, among other things, to provide true, accurate, current, and complete information about yourself as prompted by the Constromat registration form. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we reserve the right to suspend, terminate, or block your access to Constromat indefinitely.

3.4 We will make every effort to ensure uninterrupted availability of the platform and error-free transmissions. However, due to the nature of the Internet, we cannot guarantee uninterrupted service. Also, we may occasionally suspend or restrict your access to Constromat to allow for repairs, maintenance, or the introduction of new features or services without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

#### **3.5 Your Conduct**

You must not use Constromat in any way that disrupts, damages, or impairs the platform or access to it. You understand that you, and not Constromat, are responsible for all electronic communications and content sent from your device to us, and you must use Constromat for lawful purposes only. You must not use Constromat for any of the following:

3.5.1. For fraudulent purposes or in connection with criminal offenses or other unlawful activities.

3.5.2. To send, use, or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit or promotes racism, bigotry, hatred, or physical harm),

deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic, or menacing; ethnically objectionable, disparaging, or in breach of copyright, trademark, confidentiality, privacy, or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security, or sovereignty of India or friendly relations with foreign States; or is objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any "spam."

3.5.3. To cause annoyance, inconvenience, or needless anxiety.

3.5.4. To disclose pricing sent by suppliers on our platform to anyone else apart from your own company.

3.5.5. To try connecting directly with the suppliers to arrange purchases.

#### **4. REPRESENTATIONS AND WARRANTIES**

4.1 Representations, Warranties, and Obligations of Constromat: Constromat hereby represents and warrants that (a) Constromat is a duly registered entity in accordance with the applicable legal regulations; (b) Constromat is in compliance with all relevant laws and regulations necessary to provide its services, subject to these Terms of Use; (c) Constromat will adhere to the Privacy Policy and ensure the security of user data at all times.

4.2 Representations and Warranties of the Customer: The Customer hereby represents and warrants that (a) The Customer is a natural or legal entity with the legal capacity to enter into contracts, and has read, understood, and agreed to be bound by these Terms of Use; (b) The Customer will provide accurate and complete information during the registration process; (c) The Customer will fulfill their payment obligations for Products purchased through Constromat; (d) The Customer acknowledges that there may be slight variations between the Product image, description and its physical form and agrees not to demand a refund or replacement for such minor differences; (e) The Customer acknowledges that once an order is placed on Constromat for a Product, it cannot be cancelled or modified.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

5.1 Ownership of Materials: All materials found on Constromat's website, including but not limited to pricing, supplier, images, illustrations, text, logos, page headers, audio clips, and video clips, are the exclusive property of Constromat and are protected by copyrights, trademarks, and other intellectual property rights.

5.2 Prohibited Activities: copying, storing, distributing, transmitting, posting, linking, re-publishing, deep linking, or otherwise modifying website materials in whole or in part, other than for your own personal, non-commercial use, without the explicit written permission of constromat, is strictly prohibited.

5.3 Trademarks: Constromat's name, logo, and other graphics, logos, page headers, button icons, scripts, and service names used on the website are trademarks, registered trademarks, or trade dress of Constromat in India and worldwide.

5.4 Ownership of Services: You acknowledge and agree that Constromat owns all legal rights, title, and interest in and to the Services, including any intellectual property rights associated with the Services.

5.5 Restrictions on Trademarks: Unless expressly authorized in writing by Constromat, you are not permitted to use any of Constromat's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

5.6 Other Trademarks: Any other trademarks appearing on Constromat's website are the property of their respective owners and may not be used, communicated, or distributed without explicit written permission.

5.7 Intellectual Property Violations: Any violation of the terms related to intellectual property rights may result in civil and/or criminal penalties.

5.8 Proprietary Rights Notices: You agree not to remove, obscure, copy, disclose or alter any pricing, proprietary rights notices, including copyright and trademark notices, affixed to or contained within the Services.

5.9 Proper Usage of Trademarks: Unless expressly authorized in writing by Constromat, you agree not to use any trademarks, service marks, trade names, or logos of any company or organization in a way that may cause confusion about the owner or authorized user of such marks, names, or logos.

## **6. LICENSE FOR WEBSITE ACCESS**

6.1 Constromat grants you a limited, revocable license to access and use the website as our customer. However, you are not permitted to:

6.1.1. Reproduce, duplicate, copy, sell, or otherwise exploit the website or any Constromat content, including pricing displayed, suppliers, product images, product listings, product descriptions, prices, page layouts, page designs, trademarks, logos, or other content ("Website Content") for any commercial purpose, except as expressly provided;

6.1.2. Use automated tools, such as robots, spiders, data mining, or extraction processes, to monitor, extract, or copy Website Content (except when using internet search engines, hit counters, or similar technology);

6.1.3. Use any meta tags, search terms, key terms, or similar elements that include Constromat's name or trademarks used on the website;

6.1.4. Engage in any activity that disrupts the website or hinders another user's ability to use the website;

6.1.5. Modify, create derivative works from, reverse engineer, decompile, or disassemble any technology used to provide the website and its services; or

6.1.6. Assist or encourage any third party in engaging in activities prohibited by these Terms of Use.

6.1.7. Disclose any pricing to anyone outside of your registered company.

6.1.8. Connect with suppliers for direct purchase of products.

6.2 Any use of the website or Website Content that is not expressly authorized herein is prohibited and will immediately terminate the license granted herein without any prior notice.

## **7. LINKS**

7.1 The Constromat website may contain links to other websites ("Linked Sites"). The Linked Sites are beyond the control of Constromat. We are not responsible for the content of any Linked Site, including any links within a Linked Site or any changes or updates to a Linked Site.

7.2 We provide these links for convenience only, and their inclusion does not imply endorsement by Constromat of the Linked Sites or any affiliation with their operators or owners, including legal heirs or assigns.

7.3 By accessing Linked Sites, you agree to abide by the terms of use, privacy policies, and additional policies of those Linked Sites. You further acknowledge and agree that Constromat is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, advertising, products, services, or other materials available on

or through any Linked Sites. This includes but is not limited to errors, defamatory content, libel, slander, omissions, falsehoods, obscene content, pornographic material, or any profanity contained therein.

## **8. PAYMENT TERMS**

### 8.1 Payment Methods

8.1.1 Accepted Payment Methods: Constromat accepts payments through the following methods:

- Bank Transfer
- Cheques
- Demand Deposits
- Netbanking

8.1.2 Bank Guarantees: Bank Guarantees may be accepted on a case-by-case basis for large orders. Please contact our customer support team for inquiries regarding Bank Guarantees.

8.2 Advance Payment: All payments must be made in full in advance before an order is confirmed.

Constromat does not offer Cash on Delivery (COD) orders, and no exceptions can be made for this policy.

8.3 Order Confirmation: Only when net banking, bank transfer, cheques or demand deposits have been successfully credited to Constromat's account will the order be considered confirmed.

8.4 Offline Payment Information: It is the customer's responsibility to share the details of offline payments made, including transaction details, with Constromat. Please send payment details to support@constromat.com to ensure prompt order processing.

8.5 Large Orders and Custom Payments: For large orders or custom payment arrangements, please contact our sales team for personalised assistance.

8.6 Payment Disputes: In the event of any payment disputes or discrepancies, please contact our customer support team immediately for resolution. We are committed to resolving payment-related issues promptly and fairly.

8.7 Taxes and Duties: Customers will be responsible for any applicable taxes or other charges associated with their orders.

8.8 Payment Security: Constromat takes payment security seriously and employs industry-standard security measures to protect your payment information. Your financial data will be handled with the utmost care and confidentiality.

## **9. SHIPPING AND DELIVERY TERMS**

Shipping and delivery terms are governed by the Shipping and Delivery Policy.

## **10. ORDER TRACKING**

10.1 To track the delivery of your order, visit the “My Requests” section on the application and click the order status option next to the product you ordered.

10.2 Please review the Constromat terms of use before purchasing any products or services from the website. Accessing, browsing, purchasing, or using the website implies your agreement to the following terms and conditions.

## **11. RETURN, REFUND AND CANCELLATION POLICY**

11.1 No Return or Cancellation After Challan Signing- Once the Challan (delivery receipt) has been signed, there is no possibility of return, cancellation, or refunds. It is crucial to thoroughly inspect the delivered products before signing the Challan.

11.2 Quality Issues- If you encounter any issues with the quality of the product, it is essential to address them before signing the Challan. Please inform the site supervisor immediately if you identify any quality concerns. Contact our Constromat helpline number for prompt assistance in resolving such issues.

11.3 No Cancellations After Dispatch- Once your order has been dispatched from the supplier, we cannot accept cancellations. In such cases, the entire amount paid for the order will be forfeited.

11.4 Product Specification Discrepancies- If the product delivered by the supplier does not meet the specified requirements or specifications, please contact the Constromat helpline number immediately. We will work to address and rectify any discrepancies to your satisfaction.

11.5 Cancellation Process- Cancellation requests must be made before the order is dispatched by the supplier. Once the order has been dispatched, cancellation is not possible, and the order amount will be forfeited.

11.6 Contact Us- If you have any questions or concerns regarding our return, refund, or cancellation policy, please do not hesitate to contact our customer support team. We are here to assist you in any way possible to ensure a satisfactory resolution to your concerns.

## **12. SECURITY AND PRIVACY**

12.1 Security Measures: Constromat takes comprehensive measures to ensure the security, privacy, and integrity of your sensitive personal information. We are committed to safeguarding it from any unauthorized access, alteration, destruction, or disclosure. To achieve this, Constromat employs internal data collection reviews, secure storage, and data processing practices. We utilize data encryption and physical security measures to prevent unauthorized access to information stored in our data systems.

12.2 Third-Party Responsibility: Constromat cannot be held responsible for any security breaches or unlawful actions by third parties who gain access to your personal information. Constromat may have links to various other websites, and we are not responsible for their practices and privacy policies, as they are beyond our control.

12.3 Privacy Policy: Our Privacy Policy provides comprehensive details on how we collect, categorize as voluntary or mandatory, use, disclose, and protect customer information, both personal and non-personal. Certain services on our website may require you to provide personal information. For instance, creating a user ID may necessitate providing an address or phone number.

12.4 Use of Personal Information: All personal information you provide is used solely for the following purposes:

12.4.1. Facilitating your access to our website.

12.4.2. Responding to your inquiries or fulfilling requests regarding our products and services.

12.4.3. Providing information about available products and services and sending news and offer updates from Constromat.

12.4.4. Sending important information related to our website, such as changes to the Terms and Conditions or policies, or any other pertinent information.

12.4.5. Sending marketing communications and conducting market surveys that may align with your interests.

12.4.6. Personalising your online shopping experience at Constromat by offering tailored offers based on your interests.

- 12.4.7. Assisting with resolving any website-related issues, including technical ones.
  - 12.4.8. Completing purchases made on the website by processing payments, communicating about purchases, and providing post-sale services.
  - 12.4.9. Administering the website professionally and effectively.
  - 12.4.10. Conducting internal reviews and data analysis for our website.
  - 12.4.11. Improving website content, advertising, and overall service.
  - 12.4.12. Safeguarding the integrity of Constromat.
  - 12.4.13. Responding to judicial processes and providing necessary information to law enforcement officials or assisting in investigations related to public safety matters.
- 12.5 Information Sharing: When making purchases through our online shopping portal, you will be required to provide personal information.

### **13. LIMITATION AND DISCLAIMER OF WARRANTY**

13.1 Constromat, the Services, and each component thereof are provided on an "AS IS" basis without any warranties, either express or implied. To the maximum extent permitted by applicable law, Constromat disclaims all warranties, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or any other violation of rights concerning Constromat, the Services, and their components.

13.2 Constromat shall not be liable for any direct, indirect, incidental, or consequential damages incurred by users due to their use of Constromat's Services or due to the unavailability of the Services.

13.3 If you are dissatisfied or harmed by Constromat or anything related to our services, your sole remedy is to terminate these Terms of Use by unsubscribing or discontinuing your use of Constromat's Services.

13.4 Constromat reserves the right to disclose user information to the relevant authorities as required by applicable law or any directive or request from a government body.

13.5 Constromat reserves the right to add, modify, or amend any or all of these terms and conditions at any time. Users shall be bound by such additions, variations, or amendments once they are incorporated into these terms and conditions and published on the Constromat website.

### **14. INFORMATION**

14.1 While Constromat strives to provide accurate information, errors may occur from time to time. We make every effort to rectify any inaccuracies promptly.

### **15. MAINTENANCE**

15.1 Constromat may, at its sole discretion and without providing a reason, deactivate, suspend, or restrict a user's access to the website and/or Services temporarily. This action may occur without prior notice to carry out system maintenance, upgrades, testing, repairs, or other related work. Constromat shall not be liable for any loss, damage, costs, or expenses incurred by the user as a result of such deactivation or suspension.

15.2 Constromat reserves the unilateral right to add, change, delete, or terminate the Services at any time, with or without notice to the user. Constromat shall not be liable to the user or any third party in the event Constromat exercises its unilateral right to modify or discontinue the Services.

### **16. INDEMNITY AND RELEASE**

16.1. You shall indemnify and hold harmless Constromat, its subsidiaries, affiliates, and their respective officers, directors, agents, and employees from any claim, demand, or actions, including reasonable attorney's fees, made by any third party or penalties imposed due to or arising out of your breach of these Terms of Use or any document incorporated by reference, or your violation of any law, rules, regulations, or the rights of a third party.

16.2. In the event that you have a dispute with one or more users, you hereby undertake to release Constromat (and our officers, directors, agents, subsidiaries, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. You specifically waive any claims or demands that you may have in this regard under any statute, contract, or otherwise.

16.3. Your personal information is used for the following purposes:

16.3.1. Facilitating your access to our website.

16.3.2. Responding to your queries or fulfilling your requests regarding information on our products and services.

16.3.3. Providing information about available products and services.

16.3.4. Updating you with news and exciting offer updates from Constromat.

16.3.5. Sending important information related to our website, such as changes to Constromat's terms and conditions or policies or any other pertinent information.

16.3.6. Sending marketing communications and conducting market surveys that may align with your interests.

16.3.7. Personalizing your online shopping experience at Constromat by providing tailored trends related to your interests.

16.3.8. Resolving your queries and problems related to the website, including technical issues.

16.3.9. Completing purchases from the website by processing payments, communicating with you concerning purchases, and providing after-sale services.

16.3.10. Administering the website professionally.

16.3.11. Conducting internal reviews and data analysis for our website.

16.3.12. Gaining your feedback to improve the content, advertising, and the overall service provided on the online portal.

16.3.13. Protecting the integrity of Constromat.

16.3.14. Responding to any judicial process and furnishing the required information to law enforcement officials or assisting in investigations related to public safety matters.

## **17. TERMINATION**

17.1. Constromat reserves the right to terminate these Terms of Use with respect to you immediately, without notice, in the event of any breach by you of these Terms of Use or any of our applicable policies, as posted on the website from time to time or upon the misuse of the Services by you.

17.2. Upon the termination of these Terms of Use, Constromat may delete all information related to you with respect to the services you availed. Additionally, you will no longer have access to log into the website.

## **18. SEVERABILITY**

If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable laws, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the



invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use will continue in effect.

## **19. GENERAL**

Unless otherwise specified herein, these Terms of Use constitute the entire agreement between you and Constromat regarding the services and supersede all previous written and oral agreements between you and Constromat. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

## **20. MODIFICATION OF TERMS & CONDITIONS OF SERVICE**

20.1. Constromat reserves the right to change these terms and conditions periodically without prior notification. It is your responsibility to review the Constromat Terms & Conditions regularly.

20.2. If you wish to terminate your account due to any modifications in the Terms & Conditions or any policies of Constromat, you may do so by sending an email with the subject line "Termination" to the following email address: [info@constromat.com](mailto:info@constromat.com).

20.3. In the event of inconsistencies between these Terms & Conditions and any information included in offline materials (e.g., promotional materials and mailers), these Terms & Conditions shall always prevail over such information included in the materials.

## **21. EXCLUSION OF WARRANTIES**

21.1. Constromat is provided without any warranties or guarantees. You must bear the risks associated with the use of Constromat.

21.2. You expressly understand and agree that your use of constromat services is at your sole risk, and the services are provided in an "as is" and "as available" form.

21.3. In particular, constromat, its partners, agents, licensors, suppliers, or their respective directors, officers, employees, and its subsidiaries and affiliates, do not represent or warrant to you that:

21.3.1. Your use of the services will meet your requirements,

21.3.2. Your use of the services will be uninterrupted, timely, secure, or free from error,

21.3.3. Any information obtained by you as a result of your use of the services will be accurate or reliable, and

21.3.4. That defects in the operation or functionality of any software provided to you as part of the services will be corrected.

21.3.5. Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

21.3.6. No advice or information, whether oral or written, obtained by you from constromat or through or from the services shall create any warranty not expressly stated in the terms.

21.3.7. Constromat further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to, the implied warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement.

21.4. Constromat, its affiliates, partners, agents, suppliers, or their respective directors, officers, and employees shall not be liable for any incidental, special, consequential, or exemplary damage, cost, or expenses incurred due to (but not limited to): monetary loss, loss of goodwill, data, or other intangible losses arising directly or indirectly out of or in connection with Constromat, its services, or delay in

performing any obligation under this contract by reason of any event or circumstances outside the reasonable control of Constromat, including but not limited to: strikes, industrial action, failure of power supplies or equipment, government action, or an act of God.

## **22. INTERPRETING THE CONTRACT**

All parts of this contract apply to the maximum extent permitted by law. A court may hold that we cannot enforce a part of this contract as written. If this happens, then you and we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This is the entire contract between you and us regarding your use of the service. It supersedes any prior contract or statements regarding your use of the service. If you have confidentiality obligations related to the service, those obligations remain in force (for example, you may have been a beta tester). The section titles in the contract do not limit the other terms of this contract.

## **23. ASSIGNMENT**

We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the service or any part of the service.

## **24. NO THIRD PARTY BENEFICIARIES**

This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this contract.

## **25. REMEDIES**

In the event that the User breaches any of the above-mentioned covenants, this website shall have the right to delete any material relating to the violations without prior notice to the User. This website shall issue a warning to the User to discontinue any activity that leads to the said violations. In the event the User continues with such prohibited activity, this website reserves the unilateral right to suspend and/or deactivate the User's access to this website, the Service, and/or any other related facility. In addition to the right to indemnity available to this website, this website shall have the right to seek any legal remedy against the User to recover the loss suffered by this website and the harm caused to the reputation of this website due to such violations by the User.

## **26. GOVERNING LAWS AND DISPUTE RESOLUTION**

These Terms of Use shall be governed by and construed in accordance with the Applicable Law without reference to conflict of laws principles. The courts in Kolkata shall have the exclusive jurisdiction to determine any disputes arising in relation to or under these Terms of Use.

Please refer to our Privacy Policy and Shipping Policy before placing order(s) on our Website/APP.

## **Shipping and Delivery Policy**

Welcome to Constromat, a brand owned by Indithrive Infratech Pvt Ltd. We are committed to providing you with top-quality construction materials. Please review our shipping and delivery policy to ensure a smooth shopping experience.

### **1. Shipping**

1.1 Delivery Reach: Constromat operates in specific states and regions. The availability of our products may vary based on supplier reach. Please ensure that your delivery location is within our serviceable area and entered correctly. We do not ship to inaccessible regions.

1.2 Supplier Partners: We have established partnerships with reliable supplier to ensure the safe and timely delivery of your products.

1.3 Multiple Product Orders: If you place multiple product orders in a single transaction, we will make every effort to deliver them around the same time, but since every product has a different suppliers, it will be dependent on each suppliers delivery time frame and we do not take responsibility of all products reaching together. To ship to different addresses, please place separate orders for each address.

1.4 Responsibility: Constromat acts as an aggregator connecting suppliers and customers. We do not take responsibility for delivery, offloading, unloading, or any loss of products during transit. The suppliers are fully responsible for these aspects of the delivery process.

### **2. Delivery Time**

2.1 Delivery Timeframe: We aim to dispatch and deliver your order as promptly as possible. Deliveries are typically made within 3 to 10 working days from the date of payment, subject to availability and suppliers delivery potential. Suppliers give a tentative expected time of delivery in their quotes and they are not final and are subject to change depending on availability, weather conditions, distance and other reasons.

### **3. Charges**

3.1 Delivery Fees: Delivery fees will be mentioned on the quotes submitted by suppliers for each product. These fees may vary depending on the product and delivery location. If there are any changes in the delivery charges after acceptance of quote, the customer will be informed of it.

3.2 Additional Charges: In cases where a location is not reachable or delivery charges change due to difficulties in reaching the destination, we will communicate any additional charges either before delivery, during delivery, or upon delivery. These charges will be based on the specific circumstances of the delivery.

#### 4. Supplier Responsibility

4.1 Delivery Responsibility: Our suppliers are responsible for the delivery process, including offloading and unloading of materials. Constromat acts as a coordinator between suppliers and customers to ensure a smooth delivery process.

4.2 Communication: We will promptly communicate any changes or additional charges related to the delivery, ensuring transparency throughout the process.

#### 5. Contact Us

If you have any questions or need further clarification regarding our shipping and delivery policy, please contact our customer support team. We are here to assist you in any way possible to ensure a seamless shopping experience with Constromat.

Please note that this policy is subject to change, and it is your responsibility to review it periodically for any updates. By shopping with Constromat, you agree to abide by the terms and conditions outlined in this shipping and delivery policy.

Thank you for choosing Constromat for your construction material needs!