

Terms and Conditions

These Terms and Conditions (“**Terms**”) govern your access to and use of the website **www.vrf3.in** and any associated domains, sub-domains, mobile applications, products, and services made available by **VRF3 Projects Private Limited** (collectively, the “**Platform**”).

By accessing, browsing, or using the Platform, or by placing any order through the Platform, you agree to be bound by these Terms, as amended from time to time. If you do not agree to these Terms, you must not access or use the Platform or purchase any products or services through it.

1. Definitions

In these Terms, unless the context otherwise requires:

- “**Company**”, “**we**”, “**us**”, “**our**” means **VRF3 Projects Private Limited**, including its successors and permitted assigns.
- “**User**”, “**you**”, “**your**” means any natural or legal person who accesses or uses the Platform, including any registered account holder.
- “**Products**” means any goods, including but not limited to solar and renewable energy products, components, accessories, and related items, offered for sale on or through the Platform.
- “**Services**” means any services offered by the Company, including without limitation project development, engineering, execution, operations, maintenance, installation and any digital project-enablement solutions, as may be described on the Platform from time to time.
- “**Order**” means any request by a User to purchase Products and/or Services through the Platform.

2. Eligibility and Use of the Platform

- Use of the Platform is permitted only to persons who are competent to contract under applicable law. By using the Platform, you represent that you are legally competent to enter into a binding contract.
- If you are using the Platform on behalf of a company, organisation, or other legal entity, you represent and warrant that you are authorised to bind that entity to these Terms, in which case “you” and “your” shall refer to that entity.
- You agree to use the Platform only for lawful purposes and in accordance with these Terms and all applicable laws and regulations.

3. Account Registration and Security

- Certain features of the Platform (including placing Orders, accessing order history, or managing services) may require you to create an account and provide accurate, current, and complete information.
- You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
- You agree to promptly notify the Company of any unauthorised use of your account or any other breach of security. The Company shall not be liable for any loss or damage arising from your failure to comply with these obligations.

4. Information on Products and Services

- The Platform provides descriptions, specifications, technical details, and other information relating to Products and Services. Such information is provided for general guidance only and may be subject to change, improvement, or revision without prior notice.

- The Company makes reasonable efforts to display the colours, appearance, and specifications of Products accurately; however, actual Products may vary due to manufacturing, technological, or display differences.
- All Product and Service descriptions, availability information, and pricing are subject to change at any time without notice, at the sole discretion of the Company.

5. Ordering, Acceptance and Contract Formation

- By placing an Order on the Platform, you make an offer to purchase the selected Products and/or Services in accordance with these Terms.
- Receipt of an order confirmation (electronic or otherwise) does not constitute acceptance of your Order by the Company. Acceptance occurs only when the Company confirms dispatch of the Products or commencement of the Services, or otherwise expressly communicates acceptance.
- The Company reserves the right, at its sole discretion, to refuse, cancel, or limit any Order, including but not limited to Orders that appear to be placed by dealers, resellers, distributors, or in breach of applicable law.
- In the event of cancellation by the Company after receipt of payment, the Company will process a refund in accordance with the applicable Return & Refund Policy accessible on the Platform.

6. Pricing, Taxes and Payment

- All prices displayed on the Platform are in Indian Rupees (INR) or as otherwise indicated and are subject to applicable taxes, duties, levies, and charges as per prevailing law, which shall be borne by you unless otherwise stated.

- The Company reserves the right to modify prices at any time without prior notice. The price applicable to an Order shall be the price in force at the time the Order is placed and successfully submitted, subject to any obvious errors or technical issues.
- Payment must be made through the payment methods specified on the Platform. By providing payment information, you represent and warrant that you are authorised to use the chosen payment method and that the payment information is accurate and complete.
- The Company may engage third-party payment service providers to process payments. The Company is not responsible for any error, delay, or failure caused by such third-party providers, except to the extent required by applicable law.

7. Shipping, Delivery and Risk of Loss

- Estimated delivery times, if indicated, are for reference only and are not guaranteed. Actual delivery times may vary based on location, logistics constraints, and other factors.
- Risk of loss and title to Products shall pass to you upon delivery of the Products to the delivery address provided by you, unless otherwise agreed in writing.
- You are responsible for providing accurate and complete delivery information. The Company shall not be liable for delays or non-delivery arising from incorrect or incomplete details provided by you.

8. Installation, Project and Other Services

- Where installation or other Services (including project development, engineering, execution, or operations) are offered, the scope, deliverables, timelines, and technical parameters may be set out in separate agreements,

work orders, proposals, or schedules between you and the Company, in addition to these Terms.

- In the event of any inconsistency between these Terms and a specific written agreement relating to Services, the terms of the specific written agreement shall prevail to the extent of such inconsistency.
- Your cooperation, including providing site access, statutory approvals, and necessary information, may be required for performance of the Services. Failure to provide such cooperation may result in delay, additional charges, or suspension of Services.

9. Returns, Refunds and Cancellations

- Returns, refunds, replacements, and cancellations in respect of Products and/or Services shall be governed by the **Return & Refund Policy** published on the Platform, as may be amended from time to time.
- By placing an Order, you acknowledge that you have read, understood, and agreed to the then-current Return & Refund Policy.

10. Warranties and Disclaimers

- Products may be accompanied by manufacturer warranties, if any, as set out in accompanying documentation or on the Platform. Any such warranties are provided by the relevant manufacturer and not by the Company, unless expressly stated otherwise.
- Except as expressly provided in these Terms or in a separate written agreement:
 - the Platform, Products, and Services are provided on an “as is” and “as available” basis; and
 - the Company disclaims all representations and warranties, whether express, implied, statutory, or otherwise, including without

limitation any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by applicable law.

- The Company does not warrant that the Platform will be uninterrupted, timely, secure, or error-free, or that any defects will be corrected, or that the Platform is free of viruses or other harmful components.

11. Limitation of Liability

- To the maximum extent permitted by applicable law, in no event shall the Company, its directors, officers, employees, agents, or affiliates be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including without limitation loss of profits, business interruption, loss of data, or loss of goodwill, arising out of or in connection with:
 - use of or inability to use the Platform;
 - purchase, use, or performance of any Products or Services; or
 - any unauthorised access to or alteration of your transmissions or data.
- Without prejudice to the foregoing, the Company's aggregate liability, whether arising in contract, tort (including negligence), strict liability, or otherwise, for any claim related to any single Order or to your use of the Platform, shall be limited to the amount actually paid by you to the Company for the specific Product or Service giving rise to such claim.

12. Intellectual Property

- All content on the Platform, including but not limited to text, graphics, logos, icons, images, audio clips, videos, software, code, and interface design, is the exclusive property of the Company and/or its licensors and is protected by applicable intellectual property laws.

- You are granted a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform for your personal or internal business purposes, strictly in accordance with these Terms.
- You shall not, without prior written consent of the Company:
 - copy, reproduce, modify, adapt, translate, distribute, or create derivative works of any part of the Platform;
 - reverse engineer, decompile, or disassemble any portion of the Platform; or
 - use any automated systems (such as robots, spiders, or scrapers) to access the Platform for data extraction or harvesting purposes.

13. User Content and Conduct

- You may be permitted to post, submit, upload, or otherwise make available information, reviews, feedback, or other material (“**User Content**”) on the Platform.
- By submitting User Content, you grant the Company a worldwide, royalty-free, non-exclusive, perpetual, irrevocable, sublicensable licence to use, reproduce, modify, adapt, publish, translate, distribute, display, and otherwise exploit such User Content in any media.
- You represent and warrant that:
 - you own or otherwise control all rights in your User Content; and
 - your User Content does not infringe any rights of any third party, including intellectual property, privacy, or publicity rights, and does not violate any law.
- You agree not to use the Platform to:
 - engage in any activity that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable;
 - upload or transmit any viruses, malware, or other harmful code; or

- interfere with or disrupt the operation of the Platform or any networks connected to it.
- The Company reserves the right, but not the obligation, to monitor, edit, or remove any User Content at its sole discretion.

14. Third-Party Links and Integrations

- The Platform may contain links to third-party websites, applications, or services that are not owned or controlled by the Company.
- The Company does not endorse or assume any responsibility for any third-party content, products, services, or practices. Your use of third-party resources is at your own risk and subject to the terms and policies of such third parties.

15. Privacy and Data Protection

- The Company's collection, use, storage, and disclosure of personal information are governed by its **Privacy Policy**, as published on the Platform and updated from time to time.
- By using the Platform or providing any personal information, you acknowledge that you have read, understood, and agreed to the Privacy Policy.

16. Compliance with Law

- You agree to comply with all applicable laws, regulations, and orders relating to your use of the Platform, the purchase and use of Products and Services, and your conduct in relation to the Company.
- You shall be solely responsible for obtaining any licences, permits, approvals, or consents that may be required for the installation or use of

the Products or the receipt of Services at your location, unless otherwise expressly agreed in writing.

17. Indemnity

- You agree to indemnify, defend, and hold harmless the Company and its directors, officers, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:
 - your use or misuse of the Platform, Products, or Services;
 - your breach of these Terms or of any applicable law; or
 - your infringement of any rights of any third party.

18. Force Majeure

- The Company shall not be liable for any failure or delay in performance of its obligations under these Terms, or in relation to any Order, where such failure or delay results from events beyond its reasonable control, including without limitation acts of God, natural disasters, pandemic or epidemic, war, civil unrest, strikes, lockouts, acts of government, interruption of utilities, or failure of telecommunication or internet services.

19. Suspension and Termination

- The Company may, at its sole discretion and without prior notice, suspend, restrict, or terminate your access to the Platform or your account, if it believes that you have violated these Terms, any applicable law, or any rights of the Company or a third party.
- Upon termination, any rights granted to you under these Terms shall immediately cease, without prejudice to any rights or remedies of the Company that have accrued prior to termination.

20. Governing Law and Jurisdiction

- These Terms, and any dispute arising out of or in connection with them or with any Order, shall be governed by and construed in accordance with the laws of India.
- Any dispute arising out of or in connection with these Terms, the Platform, or any Order (including any question regarding its existence, validity, interpretation, performance, or termination) shall first be attempted to be resolved amicably between you and VRF3 Projects Private Limited.
- If such dispute is not resolved within 30 (thirty) days from the date one party gives written notice of the dispute to the other, it shall be finally settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The seat and venue of arbitration shall be Ahmedabad, Gujarat, India, and the proceedings shall be conducted in English. The arbitral award shall be final and binding on the parties and may be enforced in any court of competent jurisdiction.
- Subject to any applicable statutory provisions on jurisdiction and the foregoing arbitration clause, the courts at Ahmedabad, Gujarat, shall have exclusive jurisdiction over any disputes arising out of or relating to these Terms, the Platform, or any Order.

21. Amendments

- The Company reserves the right to modify, amend, or update these Terms at any time, at its sole discretion.
- Any such changes will be effective upon posting of the revised Terms on the Platform, with an updated “Last updated” date. Your continued use of the Platform after such posting shall constitute your acceptance of the revised Terms.

22. Severability

- If any provision of these Terms is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall remain in full force and effect.

23. Waiver

- No failure or delay by the Company in exercising any right, power, or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

24. Entire Agreement

- These Terms, together with any policies referenced herein (including the Return & Refund Policy and Privacy Policy) and any specific written agreement relating to Products or Services, constitute the entire agreement between you and the Company with respect to the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, or communications.

25. Contact Information

If you have any questions or concerns about these Terms or the Platform, you may contact the Company using the contact details provided on the Platform, including the address of its warehouse at Plot No. 447, Jhanu, Kubadthal, Daskroi, Ahmedabad, Gujarat, as displayed on the site.