

## Terms & Conditions

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In these terms and conditions, "we," "us," and "our" refer to Tadachi or <https://tadachi.in/>. Your access to and use of all information on this website, including the purchase of our products, is provided subject to the following terms and conditions.

We reserve the right to amend this Notice at any time, and your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We, therefore, recommend that each time you access our website, you read these terms and conditions.

### Our Website Services

1. All prices are in Indian Rupees (INR) and are exclusive of GST.

### Product Descriptions

2. We strive to ensure that our products are described as accurately as possible on our website; however, we do not warrant that the description is accurate. Where we become aware of any misdescription, we reserve the right to correct any error or omission.
3. Images have been provided for illustrative purposes only, and we do not guarantee that any image will reproduce in true color nor that any given image will reflect or portray the full design or options relating to that product.

### Product Orders

4. We endeavor to ensure that our product list is current; however, we give no undertaking as to the availability of any product advertised on our website.
5. Packaging and postage are an additional charge, calculated at the time of purchase.
6. When you order from us, we require you to provide your name, address for delivery, your email address, telephone contact, and credit card details. We undertake to take due care with this information; however, in providing us with such information, you accept that we are not liable for its misuse due to an error in transmission or virus or malware.
7. We undertake to accept or reject your order within 10 days. If we have not responded to you within 10 days, your offer is deemed to be rejected. We are not required to give reasons for rejecting your offer to purchase; however, the most likely reason for rejecting your offer will be that we do not currently have that product in stock.

8. Delivery of your ordered product/s will be as set out on our website. Title in the goods passes to you when we have received payment. Our terms of payment are set out on the order page.
9. All risk of loss or damage to the goods passes to you when we dispatch the goods.

### **Order Cancellation Due To Error**

10. Where a product has been listed at the incorrect price or with incorrect descriptive information or image due to a typographical error or similar oversight, we reserve the right to cancel a transaction. Where your credit card has been charged, we will immediately refund your credit card for the total amount debited. If you have paid by direct deposit, we will arrange to refund the monies to your bank account.

### **Product Returns**

11. We undertake to replace any product delivered to you that is faulty or is in a damaged condition. If you wish to return a faulty or damaged product, you must notify us.
12. We also undertake to exchange any undamaged product purchased from us so long as it is returned unused and with proof of purchase within 10 days of purchase; however, we will not provide any refund for such a purchase. If undamaged goods are returned to us for exchange, we do not refund any packing and postage charges. The return of undamaged goods for exchange is entirely at your cost and risk.
13. If we are unable at the time of return to replace or exchange returned goods, we undertake to reimburse your credit card or your bank account for the amount initially debited for the purchase, excluding packaging and postage charges.

### **Site Access**

14. When you visit our website, we give you a limited license to access and use our information for personal use.
15. You are permitted to download a copy of the information on this website to your computer for your personal use only, provided that you do not delete or change any copyright symbol, trademark, or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.
16. Except as permitted under the Copyright Act 1968 (Cth), you are not permitted to copy, reproduce, republish, distribute, or display any of the information on this website without our prior written permission.
17. The license to access and use the information on our website does not include the right to use any data mining robots or other extraction tools. The license also does not permit you to metatag or mirror our website without our prior written permission. We reserve

the right to serve you with notice if we become aware of your metatag or mirroring of our website.

### **Hyperlinks**

18. This website may, from time to time, contain hyperlinks to other websites. Such links are provided for convenience only, and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products they provide.
19. Linking to our website is not permitted without our consent. We reserve the right to serve you with notice if we become aware of such linking.

### **Intellectual Property Rights**

20. The copyright to all content on this website, including applets, graphics, images, layouts, and text, belongs to us or we have a license to use those materials.
21. All trademarks, brands, and logos generally identified either with the symbols TM or ® used on this website are either owned by us or we have a license to use them. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.
22. Any comment, feedback, idea, or suggestion (called "Comments") that you provide to us through this website becomes our property. If in the future, we use your Comments in promoting our website or in any other way, we will not be liable for any similarities that may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or any other person who has transmitted your Comments.
23. If you provide us with Comments, you acknowledge that you are responsible for the content of such material, including its legality, originality, and copyright.

### **Disclaimers**

24. While we have taken all due care in providing the information on our website, we do not provide any warranty, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose.
25. To the extent permitted by law, any condition or warranty that would otherwise be implied into these terms and conditions is excluded.
26. We also take all due care in ensuring that our website is free of any virus, worm, Trojan horse, and/or malware; however, we are not responsible for any damage to your

computer system that arises in connection with your use of our website or any linked website.

### **Limitation of Liability**

27. To the full extent permitted by law, our liability for breach of an implied warranty or condition is limited to the supply of the goods and/or services again or payment of the costs of having those goods and/or services supplied again.
28. We accept no liability for any loss whatsoever, including consequential loss suffered by you arising from products we have supplied.

### **Indemnity**

29. By accessing our website, you agree to indemnify and hold us harmless