



UNZUR

Export Business

Bridging markets and cultures

GSTIN - 07AAJFU2574L1ZN

Terms & Conditions

Last Updated: 29-03-2026

These Terms and Conditions (“Terms”) govern the sale of products (Scarves, Carpets, Tea, and Coffee) by **Unzur** (“Company,” “we,” “us,” or “our”) to wholesale buyers (“Buyer,” “you,” “your”). By placing an order, you acknowledge that you have read, understood, and agree to be bound by these Terms.

These Terms apply to all wholesale transactions and supersede any conflicting terms contained in the Buyer’s purchase order or other documents, unless expressly agreed in writing by an authorised representative of the Company.

1. Orders and Acceptance

1.1 Order Placement

Orders may be placed via:

- Email communication
- Our website
- Written purchase order submitted by the Buyer

1.2 Order Confirmation

All orders are subject to acceptance by the Company. A binding contract is formed only when:

1. The Buyer receives a written **Order Confirmation** or **Proforma Invoice** from us; and
2. The Buyer makes the required advance payment as specified in Section 4.

1.3 Order Cancellation

Before Payment: Orders may be cancelled without penalty prior to making the advance payment.

After Payment but Before Shipment: Cancellation is subject to our approval. If approved, we reserve the right to retain **10% of the total invoice value** to cover administrative, sourcing, and processing costs.

After Shipment: Once goods have been shipped from our warehouse in India, cancellations are **not permitted**. Refusal of delivery will result in forfeiture of 100% of the invoice value.

2. Quotations and Pricing

2.1 Pricing

All prices are quoted in **Indian Rupees (INR)** or as otherwise agreed in writing. Prices are based on the Incoterms specified on the Proforma Invoice (default: **FOB – named port in India** unless otherwise agreed).

2.2 Price Validity

Quotations are valid for **15 days** from the date of issuance, unless a different validity period is stated in the quotation. Prices are subject to change without notice for orders not confirmed within the validity period.

2.3 Taxes and Duties

Prices are inclusive of Goods and Services Tax (GST) or any other taxes levied by Indian authorities (if applicable for domestic procurement).

Export duties, customs clearance fees, import duties, VAT/GST, or any other taxes imposed by the destination country; all such charges are the Buyer's responsibility.

3. Product Specifications

3.1 Handmade Products (Scarves & Carpets)

Our scarves and carpets are handcrafted products. **Minor variations in colour, size ($\pm 5\%$), dye lots, and weaving patterns** are inherent to the artisanal nature of these products and do not constitute defects. Product images are for illustration purposes only.

3.2 Consumable Products (Tea & Coffee)

Tea and coffee are natural agricultural products. Taste, aroma, and appearance may vary by season, crop, and lot. Such natural variations do not constitute grounds for rejection or refund.

3.3 Quality Standards

All products meet our internal quality standards. Samples provided to the Buyer are representative but not necessarily identical to bulk production lots.

4. Payment Terms (50% Advance)

4.1 Payment Schedule

Unless otherwise agreed in writing, payment for all wholesale orders shall be made as follows:

Milestone	Percentage	Due Date
Advance Payment	50% of the total invoice value	Upon acceptance of the Proforma Invoice

Balance Payment	50% of the total invoice value	Prior to shipment / Before release of Bill of Lading or Airway Bill
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4.2 Payment Methods

We accept the following payment methods:

Bank Wire Transfer (SWIFT/NEFT/RTGS): Preferred for all wholesale transactions

Letter of Credit (L/C): Acceptable at Buyer's cost, subject to our verification and confirmation

Credit Card / Online Payment: Subject to transaction fees (if applicable)

4.3 Payment Instructions

Bank account details will be provided on the Proforma Invoice. The Buyer is responsible for all bank charges, including intermediary bank fees, wire transfer fees, and currency conversion costs.

4.4 No Shipment Without Full Payment

The Company will **not** release shipping documents (Bill of Lading, Airway Bill, or customs clearance documents) until the **full 100% payment** has been received and cleared in our bank account. For bank transfers, "cleared" means funds have been credited to our account, not merely initiated.

4.5 Late Payment

If the balance payment is not received within **7 days** of the scheduled shipment date:

- We reserve the right to cancel the order with or without a refund of the advance payment
- Storage fees may apply for goods held pending payment
- We shall not be liable for any delays, quality degradation (for tea/coffee), or increased shipping costs resulting from late payment

5. Shipping and Delivery

5.1 Incoterms

All shipments are governed by the **Incoterms 2020** specified on the Commercial Invoice. Unless otherwise agreed in writing, the default Incoterm is **FOB (named port in India)**.

5.2 Delivery Timeline

Estimated delivery dates are provided in good faith but are **not guaranteed**. We shall not be liable for delays caused by:

- Shipping carriers or freight forwarders
- Customs clearance at origin or destination
- Weather, strikes, port congestion, or force majeure events
- Delays in receipt of balance payment from the Buyer

5.3 Title and Risk of Loss

Title: Title to the goods passes to the Buyer upon shipment (FOB/EXW terms) or upon delivery to the destination port (CIF terms), as specified.

Risk of Loss: Risk of loss or damage to the goods transfers to the Buyer at the point specified by the Incoterms on the Commercial Invoice.

5.4 Inspection at Delivery

The Buyer must inspect all goods immediately upon arrival. Claims for damage, shortage, or non-conformity must be submitted in writing within **48 hours** of delivery. Failure to do so constitutes acceptance of the goods.

6. Export Documentation

We will provide standard export documentation, including:

- Commercial Invoice
- Packing List
- Bill of Lading / Airway Bill (upon full payment)
- Certificate of Origin (if applicable and requested)

Any additional documentation required by the Buyer (e.g., phytosanitary certificates for wood packaging, testing certificates, visa stamps) must be requested in writing prior to shipment. Additional charges may apply.

7. Returns, Refunds, and Defects

7.1 No Returns for Change of Mind

We do not accept returns or cancellations due to a change of mind, market conditions, or failure to resell the products.

7.2 Manufacturing Defects

If a product has a verifiable manufacturing defect (not caused by shipping or handling), the Buyer must:

1. Submit a claim in writing within **7 days** of delivery
2. Provide high-resolution photographs and a detailed description of the defect

Upon verification, we shall, at our sole discretion:

- Issue a credit note for the defective portion of the order (applicable to future purchases), or
- Offer a replacement on the next order (shipping costs for replacement borne by the Buyer), or
- Issue a proportional refund (excluding shipping costs)

7.3 Tea and Coffee Exclusions

Due to the perishable nature of tea and coffee, **no returns, refunds, or replacements** are accepted once the order has been shipped, unless the goods are spoiled or contaminated at the time of dispatch (verified by batch records and unboxing video).

7.4 Shipping Costs

Original shipping costs are **non-refundable** under any circumstances.

8. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations (except payment obligations) due to causes beyond its reasonable control, including but not limited to:

- Acts of God, natural disasters, floods, earthquakes
- War, terrorism, civil unrest, strikes, lockouts
- Government actions, embargoes, trade restrictions
- Pandemics, epidemics, public health emergencies
- Supplier failures, raw material shortages
- Port closures, carrier cancellations, customs holds

If a force majeure event continues for more than **60 days**, either party may cancel the affected order without liability, and any advance payment made shall be refunded (excluding costs already incurred).

9. Limitation of Liability

To the maximum extent permitted by law:

No Consequential Damages: The Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including lost profits, loss of business, or reputational harm, arising out of or related to the sale or use of our products.

Maximum Liability: Our total aggregate liability for any claim arising from these Terms or the sale of products shall not exceed the **total invoice value of the specific order** giving rise to the claim.

No Liability for Carrier or Customs: We are not liable for any loss, damage, or delay caused by shipping carriers, freight forwarders, or customs authorities.

10. Representations and Warranties

10.1 Company Warranties

We warrant that, at the time of shipment:

- The goods will conform to the agreed specifications in material respects
- We have a good title to the goods and the right to sell them
- The goods are free from material manufacturing defects
(refer to clause 7: Returns, Refunds, and Defects)

10.2 Disclaimer of Warranties

Except as expressly outlined in these terms, all products are sold “as is” and “with all faults.” We disclaim all other warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

11. Indemnification

The Buyer agrees to indemnify, defend, and hold harmless the Company and its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable legal fees) arising out of or related to:

- The Buyer's importation, distribution, or sale of the products
- The Buyer's failure to comply with applicable laws or regulations in the destination country
- Any product liability claim arising from the Buyer's modification, relabeling, or improper storage of the products

12. Intellectual Property

All intellectual property rights in our product designs, trademarks, logos, and trade names remain the exclusive property of the Company. The Buyer is granted no license or right to use any of our intellectual property without prior written consent.

13. Governing Law and Dispute Resolution

13.1 Governing Law

These Terms and all transactions shall be governed by and construed in accordance with the laws of **India**, without regard to its conflict of laws principles.

13.2 Jurisdiction

Any dispute arising out of or relating to these Terms or the sale of products shall be subject to the **exclusive jurisdiction of the courts in New Delhi, India**.

13.3 Arbitration

At the Company's option, any dispute may be resolved by binding arbitration in accordance with the **Arbitration and Conciliation Act, 1996 (India)**. The arbitration shall be conducted in **New Delhi, India**, in the English language, with a single arbitrator appointed by mutual consent or by the court if mutual consent is not reached.

13.4 Costs

Each party shall bear its own costs in any dispute resolution proceeding, unless the arbitrator or court determines otherwise.

14. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it enforceable.

15. Amendments

These Terms may be amended only by a written agreement signed by an authorised representative of the Company. No terms or conditions contained in the Buyer's purchase order, acknowledgement, or other document shall be binding unless expressly accepted in writing by the Company.

16. Entire Agreement

These Terms, together with the Proforma Invoice, Commercial Invoice, and any written amendments, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous communications, whether oral or written.