

The use of this portal (Website) is subject to these Terms and Conditions (inclusive of existing Agreement, our standard Terms and Conditions for the supply of Goods any other documents referred to herein) which constitutes the full agreement between you and us.

Please read these Terms and Conditions carefully before you use the Website. By using the Website, you indicate, effective upon the date on which you have used the Website, read, accepted and agreed to be bound by these Terms and Conditions.

If you do not agree with these Terms and Conditions, You should cease using the Website immediately.

### Definitions

"Agreement" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Agreement.

"We", "Us", "Our" | "Ourselves" or "Seller" means Atul Ltd, its successors and assigns or any person acting on behalf of and with the authority of Atul Ltd.

"You", "Your" or "Yourself" means any person/s (end user) being of the legal age of eighteen (18) years and above.

"Incidental item(s)" means goods and / or services that may be purchased or sold through this Website to be supplied and/or provided by the Seller to you, as specified on Our Website.

"Website" means a location which is accessible on the Internet through <https://cps.atul.co.in> and which provides multimedia content via a graphical User Interface.

"Prohibited content" means any content on any advertising media that:

- a) is, or could reasonably be considered to be, in breach of the Information Technology Act, 2000; or any other applicable law or applicable industry code; or
- b) contains, or could reasonably be considered to contain, any misrepresentations; or is, or could reasonably be considered to be, misleading or deceptive, likely to mislead or deceive or otherwise unlawful; or
- c) is, or could reasonably be considered to be, in breach of any person's Intellectual Property Rights (including, but not limited to, the distribution of digital files or any other material in which we do not own the copyright).

"Personal Information" means any information that identifies or can be used to identify you, directly or indirectly. examples of personal information include, but are not limited to, first and last name, date of birth, email address, gender, occupation, or other demographic information.

"Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Agreement, a party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, seller information and pricing details.

### Acceptance

We reserve the right to change any of the terms and conditions displayed on this website. By continuing to use this website it shall be deemed that you agree to be bound by the amended terms and conditions as notified and posted on the website.

If you intend to transact through this website (i.e. purchase goods) then you warrant that You are at least 18 years of age, that you have the power to enter into this Agreement and you acknowledge that this Agreement creates binding and valid legal obligations upon you.

### Compliance with laws

You represent and warrant that your use of this website will comply with all applicable laws and regulations including but not limited to, the Information technology Act, 2000.

### Privacy policy

We are committed to protecting your privacy in accordance with Indian privacy principles. We also recognise that when you choose to provide us information about yourself that you trust us to act responsibly and in your best interests therefore we have the following policies in place to protect your personal information. We will never seek any confidential and financially sensitive information such as any password, etc. through this website and you should never put such information via Website and if you put such information, we will not be liable for the same.

### Storing your information

We will take all reasonable steps to ensure that your information held by us is accurate up-to date, complete, applicable, is not misleading and will only be used for the purposes stated in this document and/or Our Privacy

Policy Manual. We will maintain security safeguards to protect your information and will take all reasonable steps to ensure that your information is not disclosed to any unauthorised person or entity.

### **Securing your information**

When making a transaction through this Website your information will pass through a **secure server using SSL** (secure sockets layer) encryption technology. The encryption process ensures that your information can not be read by or altered by outside influences.

### **Information we collect**

When you request Goods We may collect Personal Information supplied by you when you complete an online form in order to facilitate the purchase of Goods. Such information will enable us to process your transactions efficiently, analyse our Website services and enable us to provide a higher level of customer service (which may include informative or promotional activities).

We may also collect the following information | tracking data for statistical purposes and to help us understand how to make our website more available and user friendly for you and to measure the success of any advertising activities we may under take:

- a) Your IP address
- b) The date and time of your visits to our website
- c) Your clicks and activity on this website
- d) The referring website if any through which you clicked to this website
- e) Technical information on your browser, device and operating systems

### **Information we release**

We will only release information about you as authorised by yourself, required by law or where required in order for us to provide goods to yourself, or delivery companies.

Except as detailed above We do not share, give, sell, rent, or lease information to third parties and your personal Information will only be disclosed to those employees within our organisation who have a need to know in order to ensure you are provided with information about our products or to request goods through this website.

You can ask to see any information we may hold about you and you also have the right to have any inaccuracies in the same corrected by us. We will comply with any such requests to the extent required by appropriate legislation within fourteen (14) days of the receipt of your request. We may ask you to verify your identity in order to help us respond efficiently to your request.

### **Other data protection rights**

You may have the following data protection rights:

- a) To access, correct, update or request deletion of personal information. We will take all reasonable steps to ensure that the data we collect is reliable for its intended use, accurate, complete and up to date.
- b) In addition, you can object to processing of personal Information, ask to restrict processing of personal Information or request portability of personal information. You can exercise these rights by contacting us using the contact details provided in the "questions and concerns" section below.
- c) Similarly, if personal information is collected or processed on the basis of consent, the data subject can withdraw consent at any time.
- d) Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal Information conducted in reliance on lawful processing grounds other than consent

### **Questions and concerns**

If you have any questions or comments, or if you have a concern about the way in which we have handled any privacy matter, please use our contact form via this Website to send us a message. You may also contact us by postal mail or email at: [crop\\_care@atul.co.in](mailto:crop_care@atul.co.in)

### **Cookies**

We and our partners may use various technologies to collect and store information when you use this website, and this may include using cookies and similar tracking technologies, such as pixels and web beacons. These web beacons track certain behaviour such as whether the email sent through the website was delivered and opened and whether links within the email were clicked. They also allow us to collect information such as the recipient's:

- IP address, browser, email client type and other similar details;
- Tracking of Website usage and traffic;
- Reports are available to us when we send an email to you, so we may collect and review that information

These cookies **do not read your hard drive** but may be stored on your hard drive to enable our website to recognise you when you return to the same.

### **Mailing lists**

If at any time you are on a mailing list of ours then you may request to be removed from the same and we will comply with your request if there is no unsubscribe button provided then please contact Us with your request using the "Contact us" section of this website.

### **Returns, damaged or defective goods**

Our policy in relation to returns, damaged or defective goods and other terms and conditions shall be as specified in our standard terms and conditions for the supply of goods and services | agreement. We shall not accept returns for change of mind or if you make a wrong decision unless due to our negligence or incorrect information supplied by ourselves.

### **Copyright and trademarks**

The contents of this Website are at all times the copyright or trademark property of either ourselves, our suppliers or linked third parties and you may not distribute, reproduce, display, publish any trademark or other content of this website for any purpose whatsoever without the prior written approval of us, our suppliers or linked third parties (each as applicable). Furthermore you agree to indemnify us against any claims, costs, damages or losses incurred by us should you fail to comply with clause.

### **Specifications and information**

Specifications and information provided on this website are given in good faith based on our knowledge, experience, or information provided to us by manufacturers and | or suppliers, or derived from sources believed to be accurate at the time the information is received by us, therefore it is recommended if you have any concerns as to the suitability of goods provided through this website in respect of the use of the goods or their suitability for a particular use that you contact us or seek external professional opinion.

You acknowledge and accept that colours of items displayed on the website may not reflect the true and actual colour of such items as this may be affected by external influences such as the quality of images supplied to us for use, or the quality, age or settings on your monitor. If colour is a major factor in your decision making we recommend you contact us before purchase.

### **Online ordering**

Display on this website does not guarantee the availability of any particular good(s) therefore all orders placed through this website shall be subject to confirmation of acceptance by us.

### **Continuous service**

Due to the inherent nature of websites we cannot guarantee uninterrupted or continuous availability of this website and you accept that the Website may also be unavailable from time to time for maintenance or scheduled upgrades. Wherever able we shall give you advanced warning of the same. We shall accept no liability in relation to website downtime whether scheduled or otherwise or any other technical fault.

**Termination of use**

These terms and your access to our website may be terminated by us (at our sole discretion) at any time without notice or any requirement to give you a reason. In the event of termination under this clause we shall have no liability to you whatsoever (including for any consequential or direct loss you may suffer).

**Jurisdiction**

This Website is controlled by us from our principal business premises in India. Our servers are located in Atul, Gujarat, India, so your information may be transferred, stored, or processed in India. It can be accessed from India only for transactions for consumption in India. You agree that the laws and statutes of India shall apply to any dealings, actions or claims arising out of, or in relation to, this agreement, or your use of this website, irrespective of any conflict with any other laws and statutes.

In addition, we or our subcontractors may use cloud technology to store or process personal information, which may result in storage of data outside India. It is not practicable for us to specify in advance which country will have jurisdiction over this type of offshore activity. All of our subcontractors, however, are required to comply with applicable laws in relation to the transfer or storage of personal information overseas.

You further acknowledge and agree that the filing of a claim against us (if any) must be made in the Republic of India in which our principal business premises in India is domiciled, and that any legal proceedings will be conducted in english.

**General**

The failure by the either contracting party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

We shall be under no liability whatsoever to you for any indirect and | or consequential loss and | or expense (including loss of profit) suffered by you arising out of a breach by us of these terms and conditions. Our liability shall be limited to direct damages which under no circumstances shall exceed the price of the affected goods.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

ACCEPT

REJECT