

Terms & Conditions

Eligibility; Authority:

This Site/ App and the Services are available only to individuals and corporate entity ("Users") who can form legally binding contracts under applicable law. By using this Site/ App or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, or (iii) are not a person barred from purchasing or receiving the Services found under the laws of India or other applicable jurisdiction.

If you are entering into this Agreement and availing the services which are provided under the link provided to you on behalf of Company, you represent and warrant that you have the legal authority to bind such individual or corporate entity to the terms and conditions contained herein, in which case the terms "you", "your", "User" or "customer" shall refer to such individual or corporate entity. If, after your electronic acceptance of this Agreement, in case Company finds that you do not have the legal authority to bind such individual or corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Company reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

Your Account and Purchasing service, Registration Obligations

If you use the Website/ App/, You shall be responsible for maintaining the confidentiality of your Display Name and Password and you shall be responsible for all activities that occur under your Display Name and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website/ App and refuse to provide You with access to the Website/ App.

Your mobile phone number and/or e-mail address is treated as your primary identifier on the Website/ App. It is your responsibility to ensure that your mobile phone number and your email address is up to date on the Website/ App at all times. You agree to notify us promptly if your mobile phone number or e-mail address changes by updating the same on the Website/ App through onetime password verification.

You agree that Company shall not be liable or responsible for the activities or consequences of use or misuse of any information that occurs under your display name in cases where you have failed to update your revised mobile phone number and/or e-mail address on the Website/ App.

General Rules of Conduct:

You acknowledge and agree that:

- i. Your use of this Site/ App and the Services, including any content you submit, will comply with this terms and conditions, any applicable Services Agreement or policy that may apply to your Services and all applicable local, state, national and international laws, rules and regulations.
- ii. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.

Schmersal India Pvt. Ltd.

Head Office & Factory:
Plot No. G-7/1, MIDC, Ranjangaon
Industrial Area, Taluka Shirur,
Pune - 412 220, Maharashtra India.
Phone: +91 2138 614700

Regional Office:
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CIN: U521000PN2007FTC167562
Email: info-in@schmersal.com
Website: www.schmersal.in

iii. You will not use this Site/ App or the Services in a manner (as determined by Company in its sole and absolute discretion) that:

Is illegal, or promotes or encourages illegal activity;

Promotes, encourages or engages in child pornography or the exploitation of children;

Promotes, encourages or engages in terrorism, violence against people, animals, or property;

Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;

Infringes on the intellectual property rights of another User or any other person or entity;

Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;

Interferes with the operation of this Site/ App or the Services found at this Site/ App;

Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or

Contains false or deceptive language, or unsubstantiated or comparative claims, regarding Company or Company Services.

iv. You will not copy or distribute in any medium any part of this Site/ App or the Services, except where expressly authorized by Company.

v. You will not modify or alter any part of this Site/ App or the Services found at this Site/ App or any of its related technologies.

vi. You will not access Company Content (as defined below) or User Content through any technology or means other than through this Site/ App itself, or as Company may designate.

vii. You agree to back-up all of your User Content so that you can access and use it when needed. Company does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.

viii. You will not re-sell or provide the Services for a commercial purpose, including any of Company related technologies, without Company's express prior written consent.

ix. You will not to circumvent, disable or otherwise interfere with the security-related features of this Site/ App or the Services found at this Site/ App (including without limitation those features that prevent or restrict use or copying of any Company Content or User Content) or enforce limitations on the use of this Site/ App or the Services found at this Site/ App, the Company's Content or the User Content therein.

x. You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.

xi. You are aware that Company may from time-to-time call you about your account, and that, for the purposes of any and all such call(s), we may be subject to call recording and hereby consent to the same, subject to any applicable laws and our restrictions and obligations thereunder, including, where permissible, to record the entirety of such calls regardless of whether Company asks you on any particular call for consent to record such call. You further acknowledge and agree that, to the extent permitted by applicable law, any such recording(s) may be submitted as evidence in any legal proceeding in which Company is a party. Further, by providing your telephone or mobile number, you consent to receive marketing telephone calls from or on behalf of Company that may be initiated by an automatic telephone dialing system and/or use an artificial or prerecorded voice. You understand that providing consent is not a condition of purchasing any good or service from Company. Similarly, by providing your mobile number, you consent to receive marketing text messages from or on behalf of Company that may be sent by an automatic telephone dialing system. You understand that providing consent is not a condition of purchasing any good or service from Company. Message and data rates may apply.

User Content:

Some of the features of this Site/ App or the Services, including those Services that are hosted with Company, may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice via forum posts, content submitted in connection with a contest, product reviews or recommendations, or photos to be incorporated into a social media event or activity ("User Submissions"), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "User Content"). All content submitted through your Account is considering User Content. By posting or publishing User Content to this Site/ App or to or via the Services, you represent and warrant to Company that (i) you have all necessary rights to distribute User Content via this Site/ App or via the Services, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) the User Content does not violate the rights of any third party. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

User Submissions:

You acknowledge and agree that your User Submissions are entirely voluntary, do not establish a confidential relationship or obligate Company to treat your User Submissions as confidential or secret, that Company has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions, and that Company may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

Company shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site/ App, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site/ App for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

User Content Other Than User Submissions:

By posting or publishing User Content to this Site/ App or through the Services, you authorize Company to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site/ App and this Agreement. You hereby grant Company a worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site/ App, the Services and Company's (and Company's affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site/ App in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party.

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Fees and Payments:

You agree that your Payment Method may be charged by our entity with our local payment service provider, and subject to the provisions of our Privacy Policy.

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS:

Payment Due at Time of Order; Non-Refundable: You agree to pay all amounts due for Services at the time you order them. All amounts are non-refundable.

Price Changes: Company reserves the right to change its prices and fees at any time, and such changes shall be posted online at this Site/ App and effective immediately without need for further notice to you. If you have purchased or obtained Services for a period of months or years, changes in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Payment Types: Except as prohibited in any product-specific agreement, you may pay for Services by using any of the following "Payment Methods": (i) Net Banking, (ii) Valid Credit card (iii) Valid Debit card (iv) Unified Payment Interface (UPI), (v) Wallets, each a "Payment Method". The "Express Checkout" feature automatically places an order for the applicable Service and charges the primary Payment Method on file for your Account. Confirmation of that order will be sent to the email address on file for your Account. Your Payment Method on file must be kept valid if you have any active Services in your Account. In addition, you agree that the location for the processing of your payments may change for any reason, including the type of Payment Method chosen, the currency selected, or changes or updates made to your Payment Method.

In case of subsequent subscription or availing further services, the user can avail option of auto deduction from the bank account used for previous transaction on the gateway. User can make necessary changes in bank accounts details in payment terms under gateway. Also, while making payment under gateway, the user can avail the option regarding payment of TDS. Under the gateway the user shall select the option for payment of TDS or nonpayment of TDS. GST provisions are applicable to all users.

Refund Policy:

All sales are considered to be final, and the Company does not offer any money-back guarantees. You recognize and agree that you shall not be entitled to a refund for any purchase under any circumstances.

Shipping Policy:

The Shipment Policy shall be considered according to the sales order.

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Sign-up policy:

This Site and the Services are available only to individuals and corporate entity ("Users") who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are eligible under applicable laws.

Trademark, Copyright and Restriction:

Platform is controlled and operated by Schmersal India. All material on Platform, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on Schmersal India is solely for personal as well as commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other Schmersal India or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause. It is expressly clarified that You will retain ownership and shall solely be responsible for any content that You provide or upload when using any Service, including any text, data, information, images, photographs, music, sound, video or any other material which you may upload, transmit or store when making use of Our various Service. However, We reserve the right to use/reproduce any content uploaded by You and You agree to grant royalty free, irrevocably, unconditionally, perpetually and worldwide right to Us to use the content for reasonable business purpose.

Schmersal India also grants each User of this Site a non-exclusive license to access User Content (with the exception of User Content that you designate "private" or "password protected") through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under this Agreement. Under which Schmersal India has no access towards the password of the user account. The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable. Notwithstanding anything to the contrary contained herein, Schmersal India will ensure confidentiality within our knowledge and capacity, and, provide proper security measures available in the market to ensure security. Schmersal India reserves the right to use client content, after taking written consent/permission from the client for any such content, which includes testimonials. If you have a website or other content hosted by you shall retain all of your ownership or licensed rights in User Content.

Indemnity:

You shall indemnify and hold harmless Schmersal India, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

Limitation of Liability:

In no event shall Schmersal India be liable for any indirect, punitive, incidental, special, consequential damages or any other damages resulting from:

- the use or the inability to use the Services or Products
- unauthorized access to or alteration of the user's transmissions or data
- breach of condition, representations or warranties by the manufacturer of the Products

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- any other matter relating to the services including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Platform or Service. Schmersal India shall not be held responsible for non-availability of the Schmersal India during periodic maintenance operations or any unplanned suspension of access to the Schmersal India. The User understands and agrees that any material and/or data downloaded at Schmersal India is done entirely at Users own discretion and risk and they will be solely responsible for any damage to their mobile or loss of data that results from the download of such material and/or data. To the maximum extent that is permissible under law, Schmersal India 's liability shall be limited to an amount equal to the Products purchased value bought by You. Schmersal India shall not be liable for any dispute or disagreement between Users.

Cookies

To improve the responsiveness of the "Application" for our users, we may use "cookies", or similar electronic tools to collect information to assign each visitor a unique, random number as a User Identification (User ID) to understand the user's individual interests using the identified computer. Unless you voluntarily identify yourself (through registration, for example), we will have no way of knowing who you are, even if we assign a cookie to your computer. The only personal information a cookie can contain is information you supply. A cookie cannot read data off your hard drive. Our advertisers may also assign their own cookies to your browser (if you click on their ads), a process that we do not control. We receive and store certain types of information whenever you interact with us via website/ App, Application or Service through your computer/laptop/netbook or mobile/tablet/pad/handheld device etc.

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of India.

Company Name: Schmersal India Private Limited
Address: Plot no. G-7/1, MIDC, Ranjangaon, Pune, Maharashtra, 412220
Phone: +919607800255
Email: webshop-orders-in@schmersal.com

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