

RETURNS AND REFUND POLICY

Vibgyor Sunrise India Pvt. Ltd. ('Company' or 'VSIPL') would like to thank you for being associated & shopping with us at our website <https://thevsipl.com/>, mobile & tablet applications (hereinafter referred to as the "Platforms").

This Policy describes about our consumer-friendly product cancellation, return, cooling off period, buy-back and refund policy in respect of shopping made at our Platforms.

Please note, any / all claims of shopping cancellation, return, exchange, or refunds shall be dealt by this policy and the Company reserves its right to change the Policy at any time without any prior notice. To make sure you are aware of any changes, please review this policy periodically.

1. RETURN AND REFUND POLICY

1.1. In keeping with Company's goal of ensuring your satisfaction, this Return and Replacement Policy (hereinafter referred to as the "Policy"), together with the terms of use, sets out Company's procedures and policies in accepting Product returns, once a Product has been delivered after purchase from the Platforms. Any Product return shall be governed by the terms and conditions set out under this Policy.

1.2. Independent Business Owners / Independent Distributors ("You") are requested to peruse and understand the terms of this Policy. If you do not agree to the terms contained in this Policy, then you are advised not to accept the terms of use and may forthwith leave and stop using the Platforms. The terms contained in this Policy shall be accepted without modification and you agree to be bound by the terms contained herein by initiating a request for purchase of Product(s) on the Platforms.

2. TERMS OF RETURN AND REFUND:

2.1. As a unique feature, Company has "No Question Asked" Return and Refund Policy subject to certain quality parameters and guidelines as set forth herein below. **#The Return Period is specifically mentioned on Product's description page.** No request of return or refund shall be entertained beyond that period.

2.2. Before accepting shipment of any product, kindly ensure that the product's packaging is not damaged or tampered. If the package is damaged or tampered, in such case you must refuse to accept delivery. We assure exchange or replacement for the products, or refund, as the case may be, upon such refused deliveries. Accepting delivery of such damaged or tampered shipments shall be entirely at your risk and Company shall not be responsible for the same.

2.3. If you are dissatisfied with the Product purchased from the Company or in the event where there are defects and deficiencies in the products, you may initiate a request for product exchange, replacement, or return, as the case may be, on the Platforms **subject to the Clause 2.1 of this Policy**. You are advised to visit the section Contact Us on [websiteds.sort.com](https://www.sort.com).

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amount paid directly to the bank account / credit card / debit card / wallet, used by you at the time of placing the order, the Company shall take the request subject to the Clause 2.1 of this Policy and cancel such order. In such case, the eligible amount of refund shall be transferred by the Company to you directly to your bank account / credit card / debit card / wallet used at the time of placing the order, after deduction of business incentives (including TDS) earned / accumulated / paid by Asort on the cancelled order along with all subsequent orders made on or after the date of cancelled order, either placed by you or your sales network team.

- 2.5. If the amount of business incentive / group incentive (including TDS) already earned / paid to you is more than the amount of refund requested by you towards cancelled product, no refund will be given in such case as you have already received the amount more than / equal to the amount of refund requested. In such case, the Company may at its sole discretion reserves absolute right to recover such additional amount from you. This provision is necessary to eliminate exploitation of the business plan by abusing the process of refund facility provided by the Company.
- 2.6. Provisions of clause 2.4 and 2.5 above will not be applicable in case of exchange, or delivery refused pursuant to provisions of clause 2.2 of this Policy, as the case may be.
- 2.7. You may initiate such requests for a return, exchanges, or replacement as per the following categories:

PRODUCT CATEGORY		RETURN PERIOD	RESOLUTION
FASHION AND LIFESTYLE PRODUCTS	Any apparel, footwear, sunglasses, certain fashion Jewellery, etc.	Return Period is mentioned on Product's description page. as the product is unused, unwashed, with price tags intact and should not carry stains, sweat, detergent, or body odour alongwith undamaged packaging. Non-returnable due to hygiene reasons	Exchange or Refund.* Not
	Innerwear: Briefs, Panties, and lingerie sets, socks and stockings, swim wear etc.		
OTHER CATEGORIES (Essentials and Non-essentials)	Home & Kitchen, Fitness & Nutrition, Health & Wellness, Beauty & Skincare etc.	Special Products. Please contact customer care for more details.**	Special Products. Please contact customer care for more details.

* As per Clause 2.8 below.

** Return and Refund of other categories products shall be dealt in accordance with government directions. Customers' safety will remain the top priority and return and refund will vary from product to product.

your complaint within 24 to 48 hours from the date of delivery. Any claim for damaged product/quality issue/wrong product reported after 48 hours from the date of delivery will not be entertained by the Company.

2.9. You shall ensure that the Product(s) being returned comply with the conditions set out under this Policy.

2.10. If you seek refund against cancellation of your order, Company shall initiate refunds within 10 (Ten) business days from the date on which it receives the shipment at its warehouse.

2.11. All return, replacements and refund shall be subject to successful completion of quality check at Company's warehouse in compliance of terms and conditions of this Policy.

2.12. The refund will reflect either in your bank account which was originally used for purchase of the products. All refunds in your bank account shall be subject to applicable charges as your bank may deduct as per their policy. In such cases, if you find any deduction from the amount of refund which is not communicated to you, please check with your bank.

2.13. If you purchase Products which form a part of a package of other Products, or if the Product forms a part of a promotional package (collectively, the "**Bundled Package**"), you shall be required to return all the Products that form a part of the Bundled Package for Company to process refunds.

For example: if you purchased a shirt and a pair of pants as 1 (one) Product in a promotional package, you will be required to return both the shirt and the pair of pants and will not be permitted to return either only the shirt or only the pair of pants from the Bundled Package.

2.14. Return, exchange, or refund for purchased Products shall not be entertained by Company if:

- The Product has been used for reasons apart from checking fit and comfort.;
 - The Product has been washed;
 - The price tags, brand tags, box, original packaging material, and accompanying accessories have been damaged or discarded;
 - The serial number / bar code of the Product, as applicable, does not match Company's records;
 - The accessories delivered with the Product are not returned along with the Product, in an undamaged condition;
 - There are any dents, tears or any other damage to the Products or any part thereof;
 - The gifts accompanying the purchased Product have not been returned, or upon being returned, show signs of being used, washed, or defect; or
- Company is satisfied that the Product has been rendered defective or unusable.
If the Products are from 'Other Categories' as mentioned in Clause 2.8 and doesn't meet the criteria of return or refund.

2.15. The Company shall not entertain request for return, exchange, or refund for any of the following Products:

- Lingerie, innerwear, and swimwear;
- Cosmetics;
- Food and Edible products;
- Essentials goods;
- Ready to eat and packaged food;
- Special Products of Other Categories;

- Socks and stockings;
- Gift vouchers issued by the Company, if any; and
- Such other Products as may be specified by Company from time to time.

2.16. Refund of the amount will be initiated for saleable, sealed, unopened products only (as the case may be) if specifically requested and upon successful completion of quality checks of eligible products at Company's warehouse. The Company may also conduct quality check of the delivered Products at your location and if satisfied with the claim raised, accept the return of the Products. It is further clarified that the Company shall not be required to make any refund in respect of any Product that it deems ineligible for a refund based on its quality checks parameters.

2.17. Upon failure of quality check of the eligible products, the Company may at its sole discretion destroy, dispose or otherwise deal with such products return, which in its opinion, neither have any commercial value nor any utilization or have lost its actual character substantially without any liability, of whatsoever nature. The Company also reserves its rights to claim or charge from you the expenses incurred by the Company on reverse logistics for picking up product return forthwith or at the time of future purchases from the Company.

2.18. Refund in your bank account, shall not include money paid towards shipping charges or any other such charges applicable from time to time, except in case of a Product having a defect at the time of delivery (for reasons attributable to, and accepted by Company at its sole discretion after due verification).

2.19. Replacement or exchange is subject to availability of the product (size, colour, etc.) and is limited to one request only.

2.20. The Company will keep you updated about the status of your complaint on your registered mobile number or email address, as the case may be. The Company disclaims all liabilities on account of your failure to check any update about the status of your complaint(s).

2.21. In case the products return is not accompanied by the accessories, gifts or other items originally bundled with such Product, the Company shall have the right, exercisable at its sole discretion, to (i) (a) refuse to accept the product return, or (b) process any refund thereof, or (ii) deduct the amount payable in respect of such items from the amount of refund.

2.22. Refunds shall be processed by the Company through its normal banking channels only and no request for payment of cash shall be entertained.

2.23. All refund shall be initiated in Indian Rupees only.

2.24. The Company shall not be responsible for the products returned by mistake. In circumstances where a product not belonging to the Company is returned by mistake, the Company shall not be accountable for misplacement or replacement of the product and shall not be responsible for its delivery back to you. You waive any and all claims against the Company in this regard.

3. **RETURNS PICK-UP AND PROCESSING**

Upon receipt of request for product return, Company's reverse-logistics partners shall be get in touch with you to facilitate reverse-logistics for pickup of Products return. Only three pick up attempts will be made to collect the product return by logistic partner.

- 3.1. In rare events where Company is unable to facilitate a pick-up of the Product return, you are required to self-ship the Product to Company's warehouse at the address mentioned below and to share the courier / postal receipt / docket no using customer care chat option or email id available at the website of the Company. You will be reimbursed expenses incurred on self- shipment of product return equivalent to shipping charges paid by you **but subject to maximum INR 300/- (Rupees Three Hundred only) in all cases and satisfaction of other conditions of this policy.**

The address of Company's returns desk is:

Returns Manager – VSIPL

- 3.2. If you claim to have self-shipped the Product return in accordance with the provisions of paragraph 3.1 above, and not receive by Company or the package containing such Product is empty, you are required to submit the 'proof of delivery' received from the courier/postal agency to Company to prove your claim of product return through self-shipment.

4. **REPEATED RETURN REQUESTS**

- 4.1. The Company reserve a right to impose such charges as is necessary to reimburse the expense of delivery and pick-up if Company observe that you have a transactional history of repeated returns.
- 4.2. The Company also reserve a right to make the products ineligible for return or refund or exchange, if the Company observe a transactional history of repeated returns.
- 4.3. The Company may also notify that the facility of pickup for returns from you has been withdrawn, in which case, you will have to bear your own expense and logistics to return the product back to the Company.
- 4.4. The liability and risk of such returns shall be on you to establish your claim for return. Refund for returned products or replacement shall only be initiated if they pass through conditions mentioned above. If the product received fails to pass through the verification and checks, the product shall be shipped back to you, for which you shall have to bear the expense.

5. **COOLING OFF PERIOD**

- 5.1. The Company provides to its distributors '**Cooling off Period**' **subject to Clause 2.1 of this Policy** from the date of your Joining to terminate the Agreement and exit from the Business and you will be able to return all the Products purchased from the Company **subject to Clause 2.1 of this Policy** and get full refund as per Policy subject to deduction of all business incentives earned / accumulated / paid by the Company.

\$ updated on 23rd August 2022

6. CLAIMS OF NON-RECEIPT / DELIVERY OF PRODUCT

6.1. The Company always puts its best efforts to deliver the ordered products within 10 business days from the date of purchase. However, at any rare event where you have not received the ordered products within 10 business days, you must contact the Customer Care of the Company and provide the details of your order.

6.2. Such intimation on non-receipt of ordered products must be informed to the Customer Care of the Company maximum **within 15 days** from the date of purchase, failing of which, the Company shall not accept any such claim for further processing and the order will be considered as delivered.

6.3. Subject to timely intimation by you the Company shall, investigate the matter with the courier partner and provide adequate resolution such as expedite delivery or re-shipment or refund, as the case may be, basis the findings of the investigation.

6.4. The Company shall rely upon the following two factors while conducting its investigation:

- a. Shipping address and details as used by you while placing the order;
- b. Proof of delivery as obtained by its courier partners, if any.

6.5. No such claim under this section shall be entertained where the Company, after conducting the required investigation, finds that the products were delivered successfully as per the shipping instructions used by you at the time of placing the order.

6.6. In case the Company finds that the claim submitted by you is false and it is mere an effort of abusing the return and refund policy of the Company, suitable disciplinary and legal action will be taken against such person at the sole discretion of the Company.

7. DISCRETION OF THE COMPANY

7.1. Any request for product return, exchange, replacement of or / and refund, under this policy of Return and Refund, shall be subject to the sole discretion of the Company.

8. JURISDICTION

8.1. Any dispute or difference arise on account of any matter under this Policy or in relation to interpretation of the provisions of this Policy shall be governed by the provisions of Indian laws and Gurugram court shall have the exclusive jurisdiction to entertain the same.

DISCLAIMERS:

The original English version of this Policy, may be translated into other languages. The translated version is a courtesy and office translation only and no rights can be derived from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the English version and any other language version of these Terms & Conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive.