

Doctor Sand Ltd.

Refund and Cancellation Policy

(Fixed Price Sale)

1. Introduction

This Refund and Cancellation Policy (“**Policy**”) sets out the terms and conditions with respect to refund of funds payable to the Sellers or Buyers (“**Participant**”) with respect to the Fixed Price Sale services provided by the Online Platform. Fixed Price Sale service consists of sale of Goods and other supplementary products to the Buyers by the Online Platform on behalf of the Sellers at a fixed price and quantity on cash or credit basis. The Fixed Price Sale facility shall include: (i) fixed price sale of Goods and supplementary products in bulk quantities (“**Fixed Price Bulk**”) sold on credit as well as cash basis; and (iii) fixed price sale of sandbags marketed under the “Doctorsand” brand name (“**Fixed Price Sandbags**”). Fixed Price Bulk and Fixed Price Sandbags shall collectively be referred to as fixed price sale (“**Fixed Price Sale**”)

2. Definitions

- (i) “**Buyer**” shall mean any Person registered on the Online Platform for the purpose of availing the Fixed Price Sale service provided by the Online Platform.
- (ii) “**Goods**” shall mean construction material primarily consisting of sand and any other material, equipment, goods that are ordinarily used for construction activities.
- (iii) “**Minimum Price**” shall mean the price mutually agreed between the Seller and the Online Platform below which the Seller’s Goods will not be offered for sale to the interested Buyer under the Fixed Price Sale segment.
- (iv) “**Person**” shall mean any individual, corporation, limited liability company, partnership, firm, joint venture, limited liability partnership, association, joint-stock company, trust, unincorporated organisation, governmental authority or other entity.
- (v) “**Refund Request**” shall mean the request made by the Buyer to the Online Platform for refund the amount paid by Buyer.
- (vi) “**Registration Fees**” shall mean the annual registration fees to be paid by Seller and one-time registration fees to be paid by Buyer for availing the services under Fixed Price Sale provided on the Online Platform.
- (vii) “**Seller**” shall mean any Person registered on Online Platform for the purpose of selling their Goods on the Online Platform.

3. Refund of Registration Fees

- (i) Every Participant is required to pay Registration Fees at the time of registration on the Online Platform. The amount of Registration Fee payable shall be as determined by the Online Platform from time to time and shall be exclusive of all applicable taxes, if any.

- (ii) The Sellers are entitled to an annual registration on the Online Platform pursuant to the payment of Registration Fees at the time of registration, whereas the Buyers registering on the Online Platform are required to pay only a one-time fee as Registration Fees in order to avail the facilities provided by the Online Platform.
- (iii) The Sellers are subjected to plant assessment inspection during their registration process based on which they will receive an assessment report from the Company. If the assessment report is acceptable to the Company, Seller will be successfully registered on the Online Platform. However, if the plant assessment report is rejected, and the Seller fails to carry out the changes suggested by the Company, the Seller will not be registered on the Online Platform and the Registration Fees paid shall be refunded. Such Registration Fees shall be refunded to the Seller within the period decided by the Online Platform from time to time.
- (iv) The yearly Registration Fee paid by the Seller after the Seller is registered on the Online Platform shall be non-refundable once the Online Platform commences its services for Fixed Price Sale of Goods.
- (v) The Buyers are liable to pay a one-time Registration Fees for participating in the Fixed Price Sale segment and other services provided on the Online Platform. However, if the Online Platform does not commence the services as per the declared timelines due to any reason whatsoever, then the Online Platform shall undertake to refund the Registration Fee paid by the Buyer. The Registration Fee shall be refunded within the time period decided by the Online Platform. Refund of Registration Fees to the Buyer in such instances will be at the discretion of the Online Platform.

4. Refunds to the Seller

- (i) The Seller shall be entitled to receive the refund of the amounts so paid by the Seller at the time of registration in case the Company does not accept plant assessment report as mentioned in 3 (iii) above. The Registration Fee shall be automatically refunded by the Online Platform to the Seller.
- (ii) The Online Platform may also refund any amount payable by the Buyer to the Seller arising out of any reconciliation due to non-payment or short payment by the Buyer against the Goods purchased from the respective Seller. The decision of the Online Platform to refund any amount to the Seller due to reconciliation shall solely be at the discretion of the Online Platform.
- (iii) Apart from the above-mentioned reasons given hereinabove, the Seller shall not be entitled to receive any other refunds from the Online Platform.

5. Refund to Buyer on cancellation of order

- (i) Buyers availing Fixed Price Sale services on cash basis are permitted to cancel, either fully or partially, the orders placed with the Online Platform for Goods at a fixed price and quantity subject to the terms laid down under this Policy. The Online Platform may refund the

payment made by the Buyer in the event the Buyer decides to cancel the order placed with the Online Platform provided the cancellation of order is undertaken in the timelines and manner mentioned in this Policy.

(ii) The Buyer may cancel the order placed with the Online Platform under the timelines stated below:

A. Cancellation before dispatch:

In the event the Buyer decides to cancel the order placed with the Online Platform before the dispatch of the Goods, the Buyer shall receive the refund amount under the following circumstances:

- i. If the Buyer cancels the order within 4 (Four) hours after the Buyer has made the payment for the order, the Online Platform will be liable to refund 100% (Hundred percent) of the payment made by the Buyer;
- ii. If the Buyer cancels the order due to delay in the dispatch of the Goods by the Seller, the Online Platform will be liable to refund 100% (Hundred percent) of the amount payment made by the Buyer.

B. Cancellation due to non-delivery or short delivery of Goods:

If the Buyer cancels the order, the Online Platform will refund 100 % (Hundred percent) of the payment in case of non-delivery of Goods or such proportionate percentage of the payment in case of short delivery of Goods.

C. Cancellation after dispatch:

The Online Platform shall not be liable to refund any part of the payment made by the Buyer in case the Buyer withdraws or cancels the order after the Seller has dispatched the Goods at the agreed delivery location.

D. Cancellation for invalid reason:

The Online Platform shall not accept any Refund Request for any part of the payment made by the Buyer in case the Buyer's decision to withdraw or cancel the order is not supported by a valid and a due reason. The Online Platform's decision to refuse any Refund Request from the Buyer be final and undisputable.

- i. In the event the Buyer decides to cancel the order placed with the Online Platform for reasons stated herein-above, the Buyer shall be required to raise a Refund Request by sending an e-mail at support@doctorsand.com, to initiate the process for cancellation of the order and refund of any amounts paid by the Buyer with respect to such order.
- ii. At the time of making a Refund Request, the Buyer shall acknowledge that all the refunds made by the Online Platform shall be done electronically. The Buyer should additionally specify the bank account details in which the Buyer prefers to receive the refund amount.

- iii. The Online Platform shall initiate the process within 3 (Three) working days upon receiving and verifying the validity of the Refund Request so received. The Online Platform may also require the Buyer to attach original invoice receipt and such other relevant documents as a proof of record for the payment of the order made by the Buyer.
- iv. Upon being satisfied by the reason provided by the Buyer for the cancellation of order, the refund shall be made within 3 (Three) business days after the Online Platform accepts the Refund Request and communicates to the Buyer acceptance of such Refund Request.
- v. The Online Platform decision to refund the amount made by the Buyer for the Goods purchased under the Fixed Price Sale service shall be final and at the sole discretion of the Online Platform.

6. Credit Note

The Online Platform reserves the right to adjust any amounts that are payable or refundable to the Participants by way of issuance of credit notes to such Participants from time to time. Upon issuance of credit notes, the Online Platform would be absolved of any obligations to process actual refunds to Participants as contemplated under this Policy.

7. Refund under other circumstances:

The Online Platform may refund any monies paid by the Participants, either in partial or full, in the following instances:

- (i) In the event any Buyer makes a payment in excess of the original invoice value of the Goods and raises a Refund Request for the excess amount paid.
- (ii) In the event Online Platform has wrongly charged any penalties or fees to any Participants while processing the payments, the Online Platform shall arrange for refund of such wrongly charged amounts
- (iii) In the event of any money required to be refunded to the Sellers as a result of a reconciliation or as a result of any dispute resolution process, the Online Platform shall arrange for refund of such amount as may be required as an outcome of the reconciliation or dispute resolution process.

8. General terms and conditions

- (i) The Company does not provide any guarantees whatsoever for the accuracy or timeliness of the refunds to the Participants. All refunds shall be made online through the Online Platform and, the Company shall not be responsible for any delay as a result of system failure or any other reasons. All refunds shall be subject to the time taken by the intermediaries involved, if any, for completing all action items relating to the refund process.
- (ii) The Company shall be liable to refund any amounts to the Buyers/Sellers only in the instances as covered in this Policy. The Registration Fees shall not be refundable unless

in the event as explained in Point 3, 4 and 5 of this Policy. Any charges levy for the refund by the Online Platform shall be borne by the respective Participants.

- (iii) Any refunds made to the Participants will be in the Participants registered bank account as per the records available with the Online Platform. No requests made by the Participants to make the refund in any other mode such as cheque etc. shall be accepted by the Online Platform.
- (iv) The Company shall not be responsible for any refunds of advance amount / cancellations of order due to supply of defective goods or any other liabilities with respect to the Fixed Price Sale service provided on the Online Platform.
- (v) The liability of the Company, in instances of any dispute between the Company and the Participants with respect to the Fixed Price Sale service on the Online Platform shall be limited to the extent of the Registration Fee accepted by it from the Participants. The Company shall not be responsible for any losses caused to the Participants due to technical issues and network problems. The Company shall not be responsible for any losses caused to the Participants due to fraudulent and incorrect information provided by the Participants at the time of Registration.
- (vi) All refunds shall be made after deduction of all applicable charges, if any.

9. Jurisdiction and Governing Laws

These terms of the Refund and Cancellation Policy shall be governed by and interpreted and construed in accordance with the laws of India. The courts in Kolkata shall have exclusive jurisdiction to try any disputes or suit arising out of these terms.

10. Contact Us

If you have any questions or concerns or grievances regarding this Refund and Cancellation Policy, you can email us at our grievance at support@doctorsand.com or reach out to us at our office located at Ecospace Business Park, Block 4A, Floor 6 Action Area II, New Town, Rajarhat Kolkata, Parganas North WB 700160 IN.