



RETAIL PURCHASER END USER AGREEMENT

This Retail Purchaser End User Agreement (“Agreement”) governs your retail purchase and use of products (“Product”) sold by VNC, including its direct and indirect subsidiaries. By purchasing and using the product, you (“Customer”) agree to be bound by the terms of this Agreement. If you do not agree, do not use the product, and return the product to your place of purchase (subject to its return policy).

1. OTHER DOCUMENTS

This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and VNC.

2. RETURN POLICIES; EXCHANGES

Returns and exchanges are governed by the policies of the retailer where you purchased the Product.

3. TELEPHONE COMMUNICATIONS

By providing us with a mobile phone number as your contact number, you expressly authorize us to contact you regarding your account for non-telemarketing communications, via text message or telephone, including the use of pre-recorded or auto-dialled calls, using that number.

4. LIMITATION OF LIABILITY

VNC does not accept liability beyond the remedies set forth herein, including but not limited to any liability for product not being available for use, lost profits, loss of business. Except as expressly provided herein, VNC will not be liable for any consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. You agree that for any liability related to the purchase of product, VNC is not liable or responsible for any amount of damages above the amount you paid for the applicable product. Some jurisdictions may not enforce all of these limitations, and only the limitations that are lawfully applied to you in your jurisdiction will apply.

5. NOT FOR RESALE OR EXPORT

You agree to comply with all applicable laws and regulations of the various states and of India. You agree and represent that you are buying for your own internal use only, and not for resale or export. VNC has separate terms and conditions governing resale of Product by third parties and transactions outside the India. Terms and conditions for resale are located at: <http://www.vncgroup.com/tc>. Such transaction requires VNC's explicit permission in writing. Product may not be sold, leased, or transferred to restricted countries, restricted end-users, or for restricted end-uses. You agree that Product will not to be used for activities related to weapons of mass destruction, including activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, or chemical or biological weapons. You further agree that you will not sell, lease, or otherwise transfer Product to end-users engaged in these activities.

6. GOVERNING LAW

The parties agree that this agreement, the purchase and use of the product, or any claim, dispute or controversy (whether in contract, or otherwise, whether pre-existing, present or future, and including statutory and consumer protection) between customer and VNC arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement, Customer's purchase or use of the Product, VNC's advertising, or any related purchase shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of the courts of Karur, India.

7. NOTICES

Any notice to VNC regarding this Agreement must be in writing and sent by postage to the address below:

VNC Electrodes (or) VNC Steel Distributors (as in documentation)
Industrial Estate, S. Vellalapatti,
Karur 639004
Tamil Nadu, India.

Notice from VNC may be sent to you by postage to the address and contact information provided by you to VNC in connection with this Agreement.

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For any clarifications, please write to info@vncgroup.com.

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