

**Terms & Conditions:**

1. You, as a Buyer, understand that upon initiating a Transaction You are entering into a legally binding and enforceable contract with the Seller to purchase the products and /or services from the Seller using the Payment Facility, and You shall pay the Transaction Price through Your Issuing Bank to the Seller using Payment Facility.
2. You, as a Buyer, may agree with the Seller through electronic communication and electronic records and using the automated features as may be provided by Payment Facility on any extension / increase in the Dispatch and/or Delivery time and the Transaction shall stand amended to such extent. Any such extension / increase of Dispatch / Delivery time or subsequent novation / variation of the Transaction should be in compliance with Payment Facility Rules and Policies.
3. We may also request you for additional documents for verification.
4. Lupin Diagnostics (Lupin Healthcare Limited) reserves the right to impose limits on the number of Transactions or Transaction Price which Lupin Diagnostics (Lupin Healthcare Limited) may receive from on an individual Valid Credit/Debit/ Cash Card / Valid Bank Account/ and such other infrastructure or any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an individual Buyer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.
5. Lupin Diagnostics (Lupin Healthcare Limited) reserves the right to refuse to process Transactions by Buyers with a prior history of questionable charges including without limitation breach of any agreements by Buyer with Lupin Diagnostics (Lupin Healthcare Limited) or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.
6. Lupin Diagnostics (Lupin Healthcare Limited) may do such checks as it deems fit before approving the receipt of/Buyers commitment to pay Transaction Price from the Buyer for security or other reasons at the discretion of Lupin Diagnostics (Lupin Healthcare Limited). As a result of such check if Lupin Diagnostics (Lupin Healthcare Limited) is not satisfied with the creditability of the Buyer or genuineness of the Transaction or other reasons at its sole discretion, Lupin Diagnostics (Lupin Healthcare Limited) shall have the right to reject the receipt of / Buyers commitment to pay Transaction Price
7. Lupin Diagnostics (Lupin Healthcare Limited) may delay notifying the payment confirmation.
8. The customers acknowledge that Lupin Diagnostics (Lupin Healthcare Limited) will not be liable for any damages, interests or claims etc. resulting from not processing a Transaction/Transaction Price or any delay in processing a Transaction/Transaction Price which is beyond control of Lupin Diagnostics (Lupin Healthcare Limited).

**Refund policy**

1. Refund shall be subject to Buyer complying with Policies.
2. Any queries regarding to refund will be addressed by Accounts Manager –  
jigneshpurohit1@lupin.com

### **Compliance with Laws**

1. As required by applicable law, if the Customer makes a purchase of an amount equal to or above INR 2 00 000.00, the Customer will be required to upload a scanned copy of his/her PAN card on the Platform, within 4 days of making the purchase, failing which, the purchase made by the Customer will be cancelled. The requirement to submit the PAN card arises only once and if it has been submitted once by the Customer, it need not be submitted again. The order of the Customer shall stand cancelled if there is a discrepancy between the name of the Customer and the name on the PAN Card.

2. Buyer and Seller shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively for using Payment Facility and Lupin Diagnostics (Lupin Healthcare Limited) Platform.

### **Customer's arrangement with Issuing Bank:**

1. All Valid Credit / Debit/ Cash Card/ and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the Buyer and the respective Issuing Bank and payment instrument issuing company.

2. All Online Bank Transfers from Valid Bank Accounts are processed using the gateway provided by the respective Issuing Bank which support Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between Buyer and the respective Issuing Bank.

3. For electronics payments, Refund shall be made through payment facility using NEFT / RTGS or any other online banking / electronic funds transfer system approved by Reserve Bank India (RBI )

### **Governing law and dispute resolution:**

The provisions and implementation shall be governed by the laws of Republic of India.

All or Any disputes, claims arising out of this arrangement but could not be settled by means of dispute resolution meetings shall be resolved by means of arbitration by submitting the dispute for the arbitration of a mutually agreed sole arbitrator in accordance with the Arbitration and conciliation Act 1996 as amended or reconstituted from time to time and the proceedings of Arbitration shall be conducted at Hyderabad, India in English Language.

### **For any Concern,**

Mail to [jigneshpurohit1@lupin.com](mailto:jigneshpurohit1@lupin.com)