

# Zinzino Health Products India Private Limited general terms and conditions 2022-02

The general terms and conditions which are described in this text constitute the basis of the agreement between you as a customer and us at Zinzino Health Products India Private Limited. They govern your rights and obligations with respect to us and our rights and obligations with respect to you. The terms and conditions apply to you as a consumer. If you have any questions please feel free to contact our Customer Service, who will be happy to help you. Contact information can be found at [zinzino.com](http://zinzino.com).

## 1. Who's who?

1.1 When in these terms and conditions we use the terms (a) "we", "us", or "our", we mean the trademark Zinzino Health Products India Private Limited and its group of companies operating under the trademarks Zinzino. (b) "you" or "your", we mean you, that is, our customer.  
1.2 You must be of legal age (18 years and above) in order to enter into this agreement. Zinzino does not recognise an agreement where a minor has signed an agreement with the guardian's consent

## 2. Your agreement

2.1 your agreement with us with respect to our providing services is hereinafter referred to as "the agreement".  
2.2 This agreement is personal to you and applies to you only. This means that you are responsible for compliance with the agreement and that you may not, without our specific written consent, assign any rights or obligations under this agreement to anyone else. This applies even if you were to deliver to someone else the product or products you received.  
2.3 The agreement consists of:  
(i) the agreement form with your personal data (the "Subscription Agreement")  
(ii) terms and conditions specific to the subscription which govern what specifically applies to a particular subscription  
(iii) provisions contained in other documents to which we refer in these general terms and conditions, for example price lists; current price lists can be found on our website [www.zinzino.com](http://www.zinzino.com).  
(iv) general terms and conditions (this text)

If there are mutually inconsistent provisions in the foregoing terms and conditions, apply (i) in the first place, (ii) in the alternative, and so on if there is an amendatory agreement, i.e., if something other than what appears in the foregoing terms and conditions has been agreed to, the amendatory agreement will apply.

## 3. The term of the agreement

3.1 The agreement is binding on you when you digitally agreed with it or when you have started using the products. The agreement is binding on us when we have received the first, full, payment from you.  
3.2 Unless otherwise agreed in writing, if you have chosen a subscription the agreement is for a period in which 6 subscription invoices are paid, which is usually less than 6 months.

## 4. Payment

4.1 You must pay all subscription invoices, reminder fees and similar fees. You must pay for use of the services, for example shipping, which has been charged to you, and for all purchases made through our website and other items that are purchased in connection with your subscription. If you believe that the costs we have charged you are incorrect, please notify us as soon as possible.  
4.2 Any taxes, for example GST, are to be paid by you and will be added to the invoice.

## 5. Termination of the agreement

5.1 A subscription agreement may be terminated at the earliest after all subscription invoices, in addition to the first invoice, have been paid.  
5.2 At any time during the term (but not later than 30 days before it expires), you may notify us that you want the agreement to terminate at the expiration of the term. If you do not terminate the agreement, the subscription will convert to an at-will subscription after the expiration of the term, with a right to terminate on 30 days notice.  
5.3 The Customer has thirty (30) business days after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on Zinzino Product.  
5.4 If you wish to end the agreement without having made 6 monthly payments, no fee will be charged.

## 6. Suspension of subscription and other services

6.1 Your subscription (or, in some cases, individual services) may be immediately suspended for the delivery of products, as well as for the purchase of other goods or services, if:  
(i) important data that you provided to us is incorrect; or  
(ii) you commit a material breach of contract; or  
(iii) you do not pay the fees notwithstanding a reminder and a warning of the suspension; or  
(iv) you are insolvent; or  
(v) a governmental authority requests it.

## 7. Modifications of the agreement and of prices

7.1 We may need to make changes in the agreement and in the services. In the event of major changes, we will let you know what they entail and from what date they apply. We reserve the right, in the event of large fluctuations in the world market price for our products, to increase subscription fees to a corresponding extent. In the event of such changes, we will inform you of them.

## 8. What you must do

8.1 You may use the product only:  
(i) in accordance with instructions provided by us; and  
(ii) for your own personal use, that is, you may not resell or in any similar way use the products commercially.  
8.2 You must cooperate with us to ensure your and our safety and you must follow reasonable instructions from us with respect to the use of the products.

## 9. Dealing with your personal data

9.1 We will need to deal on an ongoing basis with data about you and about how you utilise your subscription. We will use such personal data for the following purposes:  
(i) To create and maintain subscription and billing information and to obtain credit reports.  
(ii) Administration of the additional services and/or products which you have requested. For example, we must (a) deal with information relating to the payment methods you choose for different purchases. Information on credit card numbers and the like will be encrypted. (b) Marketing of our own and others goods and services. We may also deal with information on how you use the services or with data which you provide to us about your interests, habits, and so on, so as to tailor services and offers. By accepting these terms and conditions, you agree to our sending you direct mail advertising, as well as through automated communication systems, for example e-mail and text messages. You have the right to say no to your data being used for direct marketing, and you may also retract a previous consent.  
(iii) In order to be able to fulfil our obligations pursuant to law and to decisions of governmental authorities, and to prevent use which is illegal or otherwise in conflict with the agreement.  
(iv) Failure to comply with the Indian Data Protection Law and EU General Data Protection Regulation (GDPR) requirements of these policies may constitute a breach of your agreement.  
(v) In order to improve our service, we may record your conversations when you phone our Customer Service. For foregoing the purposes we may need to provide others with your data, both within and outside India, to other companies in our group, to suppliers and payment intermediaries, and to governmental authorities. You have the right to obtain information about how your personal data is dealt with and to request that any inaccurate data be corrected. By entering into this agreement you consent to your personal data being dealt with as described above. If you want to say no to some particular treatment of your personal information, or have other questions, please contact our Customer Service.

## 10. Right to rescind

10.1 We apply and follow the Distance and Doorstep Sales Act.  
10.2 Right to Rescind: As a consumer you have a right, pursuant to law, to rescind your purchase within

30 days from the time you received the goods.

10.3 The goods must be in an unaltered state, that is, unused, not damaged or destroyed.

10.4 You are responsible for the return shipping when you invoke a Right to Rescind.

(i) If you choose to rescind your order we will refund the full purchase price within 14 days after we have received the returned products

10.5 According to the Consumer Protection Act, however, the Right to Rescind does not apply if:

(i) if the goods or products are used.

(ii) If packaging of Oil, Shake, Bars, coffee or similar products is opened.

(iii) If Zinzino receives the return of the products more than 14 days after the invocation of the right to rescind.

10.6 In the event of an invocation of the Right to Rescind, we want the following to be observed:

(i) Notify our Customer Service within 30 days after you have received the order or a substantial part of it.

(ii) Customer Service will send you a return bill of lading with shipping charges prepaid by Zinzino, which you must use when you deposit the package at the post office or equivalent.

(iii) We will not pay C.O.D. or postage due charges for the package.

(iv) Return the goods in the product carton with the appropriate internal packaging.

(v) The goods must be complete. We reserve the right, in those cases where the return is not complete, to charge the cost of the missing parts.

## 11. Guaranty and warranty

11.1 If you have problems with your products, you should contact Customer Service (contact details see 17) for a possible return or exchange for a new product.

## 12. Damage upon delivery

12.1 We inspect every shipment before it is sent to you, if the goods are nonetheless damaged or are the wrong goods when they arrive we will take responsibility for fixing the error.

12.2 Remember that it is important that you make a correct report.

(i) In the event of a visible defect, the damage is to be reported immediately upon receipt of the goods to the distributor, the Post Office, or your place of delivery.

(ii) In the event of a concealed defect, the damage is to be reported to our Customer Service within 8 days of the receipt.

(iii) A product that we have established is the wrong product or is damaged, we will exchange for you free of charge.

(iv) We will examine all products that are returned to us. If, after an examination of the product, it were to appear that it is you who caused the error, we will want to be paid for the error/error detection.

## 13. Delivery problems

Deliveries which we have sent to you as a customer but which were not claimed and/or which were returned to Zinzino will be held at Zinzino for a maximum of 6 months and thereafter will be discarded goods. You as a customer cannot then have them sent to you again, nor receive replacement goods or your money back.

## 14. Limitation of our liability

14.1 We will not be liable for any defect in the goods or services resulting from improper handling, negligence, failure to read manuals, instructions or other information published by us or other negligence on your part.

14.2 We will not be liable for inconvenience, damages, or losses caused by shipment of the wrong goods, or by failure of or delay in delivery, if the failure or delay is due to something that we cannot control or could not have foreseen.

14.3 If the delivery of the products and/or services has not functioned satisfactorily because we needed to effect a technical, maintenance related or operational measure as a result of something that we cannot control or could not have foreseen, we are not responsible to compensate for any resultant damage. We must carry out such measures quickly and smoothly so that the interference is limited.

14.4 We will not be liable for indirect damages, for example lost profits, diminished production or sales, obstacles to the fulfilment of commitments to third parties, or the loss of the benefits of agreements. Compensation will be paid only if we, or someone that we are responsible for, caused the injury through negligence.

14.5 demands for damages must be made not later than two years after the damage was discovered or ought to have been discovered. It will make it easier both for you and for us if claims for damages are made in writing.

14.6 If we are unable to fulfil a commitment to you as a result of something that we cannot control or could not have foreseen, we are relieved of liability for damages and other consequences. Such circumstances include, among others, lightning strikes, fire, governmental regulations or other public regulation, widespread labour dispute as well as general lack of transport, goods or energy. A corresponding limitation of liability, so-called force majeure, also applies to you as against us.

14.7 The foregoing provisions on limitation of liability also apply after the agreement has ended.

## 15. Notices

15.1 You may receive messages from us by cell phone, telephone, SMS, MMS, email or letter. We will use the contact information that you have provided to us. If your information changes, for example if you change your postal address, e-mail address or name, it is therefore important that you notify us of this immediately.

## 16. Arbitration

16.1 Headings in this agreement are only to make the text easy to read and do not have contractual effect.

16.2 If you and we disagree on how this agreement is to be interpreted or applied, and we are unable to reach agreement in some other way, the dispute must be decided by a local court in accordance with local law.

16.3 Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration governed by the Arbitration and Conciliation Act, 1996 including any amendment thereof and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All arbitration proceedings shall be held in New Delhi. There shall be a Sole Arbitrator who shall be appointed by Zinzino. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

## 17. Total satisfaction

We are confident that you will be completely satisfied with your purchase. In the unlikely event that you are not satisfied, please contact your reseller. If you are still not satisfied, please contact Customer Service at: [customer.in@zinzino.com](mailto:customer.in@zinzino.com) or telephone +91 22 7127 9191. In conformity with our objective of customer satisfaction, we will deal with all customer enquiries within 48 hours and try to resolve the problem which has arisen as soon as possible thereafter.

## 18. Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any controversy or claim not subject to arbitration shall be in New Delhi India. The Arbitration and Conciliation Act, 1996 shall govern all matters relating to arbitration. The courts of the New Delhi state shall govern all other matters relating to or arising from the Agreement.

## 19. Zinzino4Free (Z4F) – Program

19.1 You automatically participate in the Zinzino4Free – Program and have the possibility to achieve free products in your monthly subscription order. For more information, visit the homepage, [zinzino.com](http://zinzino.com).

19.2 If you prefer to not participate in the customer program Zinzino4Free you can at any time contact our Customer Service.