

## TERMS OF USE POLICY

Welcome to **rentomed.in** Powered By **RENTOMED® PRIVATE LIMITED**

These Terms of Use will govern the use of ([www.rentomed.in](http://www.rentomed.in)) and will provide the information about the RentoMed® Private Limited, its services and usage, as defined below.

In order to avail the services available on this E-Commerce Platform ([www.rentomed.in](http://www.rentomed.in)), you should first carefully read the Terms of Use as described and incorporated on this E-Commerce Platform and you shall agree to bind such Terms. If you do not agree to these Terms of Use, you cannot avail the services provided by ([www.rentomed.in](http://www.rentomed.in)).

These Terms of use therefore constitute an Agreement between the Buyer/Service recipient, Seller and **RENTOMED PRIVATE LIMITED** (hereinafter referred as “We”, “Ours”, “Us” or “Company”, “RENTOMED”, “rentomed.in”).

(The Buyer and Seller are hereinafter collectively referred to as “You” or “Yours”)

Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not avail the Service.

By accepting this Agreement, you affirm that you are fully competent to enter into this Agreement, and to abide by and comply with this Agreement.

### **1. WHO ARE WE?**

**RENTOMED PRIVATE LIMITED** is a Private Limited Company incorporated under the **Companies Act, 2013**, having its registered office at **KPCT Mall, Fatima Nagar, Pune, Maharashtra – 411040, INDIA.**

We are an online Business to Business (B2B) & Business to Consumer (B2C) E-Commerce platform for Commercial Sellers & Commercial as well as Non Commercial buyers for buying, selling and renting of the Pharmaceutical, Surgical, Critical Care, Healthcare, Pathological Devices / Medical Devices & Instruments / Equipment / Machineries / Accessories / Consumables and Disposables / Products. We provide the best collaborative trading platform that permits the business entities to display and find the top products at fair and better rates.

We provide a helping hand to the retailers, traders, distributors, dealers, wholesalers, and manufacturers to grow their business in this Digital World!

We connect the PAN INDIA with digital transformation!

## 2. WHAT SERVICES DO WE PROVIDE?

**RENTOMED PRIVATE LIMITED** has created an E-Commerce platform (herein after referred as “rentomed.in”) under the domain name www.rentomed.in

We are Business to Business (B2B) & Business to Consumer (B2C) E-Commerce Platform which facilitates the online buying, selling and renting of the Pharmaceutical, Surgical, Critical Care, Healthcare, Pathological Devices / Medical Devices & Instruments / Equipment / Machineries / Accessories / Consumables and Disposables / Products

## 3. WHO MAY USE THESE SERVICES?

We want our Service to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, we need you to commit to a few restrictions in order to be part of the “rentomed.in” community. This platform is specially made for Seller and Commercial/Non Commercial Buyer.

- a. Seller and Commercial/Non Commercial Buyer can use the services only if you possess the registered valid License/s (if Applicable).
- b. Seller and Commercial/Non Commercial Buyer may use the services only if you abide by the Terms of Use of the Website.

- c. Seller and Commercial/Non Commercial Buyer may avail the services only after you have registered on the Website.

#### **4. ELIGIBILITY AND REGISTRATION**

For the purpose of availing the services of this Website, you must, first register on the [www.rentomed.in](http://www.rentomed.in). The registration on this website is free of cost. We will not charge any fee for registering, accessing, browsing and availing the services of the website.

You are responsible for safeguarding your account, with password and limit its use to this account.

**☐ The following information will be required for the registration in case of Seller-**

- **Business / Firm / Company Name**
- **Nature Business**
- **Postal Address**
- **Owner or Authorized Person Name**
- **Email ID**
- **Mobile No.**
- **User ID**
- **Password**
- **Shop Act License / Incorporation Certificate**
- **GST No.**
- **PAN Card**
- **Drug License/s No. (If applicable)**
- **Any other Certificate (If applicable)**
- **Bank Account and Transaction Details**
- **Declaration regarding Authentication of Product**

**☐ Information will be required for the registration in case of Commercial Buyer -**

- **If BUYER is DOCTOR, then Doctors Registration Certificate with Postal Address**
- **If BUYER is HOSPITAL, then Hospital Registration Certificate with Postal Address**
- **If BUYER is Business Entity, then Business / Firm / Company Name**
- **Nature of Business**
- **Postal Address (Applicable for all users)**
- **Owner or Authorized Person Name**

- Email ID (Applicable for all users)
- Mobile No. (Applicable for all users)
- User ID (Applicable for all users)
- Password (Applicable for all users)
- Shop Act License / Incorporation Certificate
- GST No.
- PAN Card
- Drug License/s No. (If applicable)
- Any other Certificate (If applicable)
- Bank Account and Transaction Details

☒ Information will be required for the registration in case of Non Commercial Buyer -

- Name
- Gender
- Postal Address
- Email ID
- Mobile No.
- User ID
- Password
- Bank Account and Transaction Details

The registration can only be done by competent person as mentioned under **The Indian Contract Act, 1872**. That is, persons including minors, un-discharged insolvents etc. shall not be eligible to register on the Website. By registering, accessing or using the Website, you accept the Terms of Use and represent and warrant to “rentomed.in” that you are competent to contract under **The Indian Contract Act, 1872** and have the right, authority and capacity to use the Website and agree to abide by these Terms of Use.

## 5. REGISTERED USERS CONDUCT

After registering on this Website, the Seller and Commercial/Non Commercial Buyer will become the Registered Users of this E-Commerce Platform.

The Commercial/Non Commercial Buyer hereby agrees that-

- a. He / She has a valid License/s (If Applicable) and Knowledge to use the Product/ Machineries.
- b. All the details filled by him / her are true to his / her knowledge.
- c. The information provided on the website will not be used in any inappropriate and illegal manner by buyer.
- d. If buyer wants to return the product/machinery to the “rentomed.in” then it is mandatory to inform the “rentomed.in” within 48 hours from the time buyer received the product. In case of return, Buyer shall not open the package.
- e. Opened package will not be taken back any condition. No refund or exchange will be provided for such product/s.
- f. Any damage, tampering or mishandling of product leads to non-refund of the product. Any missing of product in full or part will not be consider for return, refund or exchange.
- g. **“rentomed.in” will not be responsible for any return or refund of product after closure of product return window time.**

The Seller hereby agrees that-

- a. He / She has a valid License/s (Where ever applicable) to carry out the business of selling/ renting of these products/Machineries.
- b. All the details filled by him / her are true to his / her knowledge.
- c. The information provided on the website will not be used in any inappropriate and illegal manner by seller.
- d. The description of the Products / Machineries and other related products provided by him / her shall not be false, misleading, fraudulent or deceptive.
- e. No compensation can be claimed by him / her from “rentomed.in” in case he / she does not get a good response or his / her products are not sold.
- f. Seller shall check the Serial Number, Warranty Period, Validity, Manufacturing and Expiry Date, Batch Number, Lot Number and all the safety of that product/machine.
- g. It is a duty of the seller to deliver the product to “rentomed.in” within 7 days at Free of Delivery Charges after the confirmation from “rentomed.in” **(in case of product sale and not renting)**

- h. It is a duty of the seller to deliver the product to **“rentomed.in”** within stipulated time frame as mentioned on website at Free of Delivery Charges after the confirmation from **“rentomed.in” (in case of product renting)**
- i. If **“rentomed.in”** found any Damages / Leakages in received product or any Fault related to its Validity / Warranty Period, Manufacturing and Expiry Date, Batch Number then **“rentomed.in”** can revert back that package to seller on to-pay basis.
- j. If buyer return the package to the **“rentomed.in”** then seller shall liable to take that product/machinery etc back & given money back to **“rentomed.in”**

## 6. LICENSE TO USE THE SERVICES

You are under an obligation to provide details of Shop Act License or Incorporation Certificate and or Drug License/s (If Applicable) for Commercial Seller and Registration Number of Doctor / Hospital for Commercial Buyer at the time of registration where it is a mandatory requirement and eligibility for availing the services.

It is mandatory for you to upload the copy of Shop Act License or Incorporation Certificate, Drug License/s, Doctor or Hospital Registration Certificate mentioned above on this website at the time of registration.

You will no longer be able to avail the services of this Website after the expiry of your license/s. You shall continue to remain on the Website and avail the services only after renewal of these license/s at specified time. You shall inform us if you renew any of the expired certificate and send the copy of renewed certificate to us well in time.

## 7. FEEDBACK

Any feedback, comments, or suggestions you may provide regarding “**rentomed.in**”, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## **8. APPLICABILITY OF LAWS**

Our Terms of Use are complied, governed, published and strictly abide with the provisions of all the Applicable Laws.

## **9. ACCEPTANCE OF POLICIES**

By registering on the website, you agree and accept that you adopt and abide by the Terms of Use, Privacy Policy, Disclaimer Policy, E-Commerce Service Agreement and Refund Policy as given by the “**rentomed.in**”. And, all the policies currently in existence and or renewed, changed and or added time to time.

## **10. USING THE SERVICES**

You may use the services only in compliance with these Terms and all applicable laws, by-laws, rules and regulations. Our services expand continuously as such our services may change from time to time at our discretion. We may be providing the services or any features within the services to you permanently or temporarily. We may remove any content on the services, suspend or terminate users from availing the service.

You may not do any of the following while accessing or using the Services:

- a. Access, tamper with, or use non-public areas of the Services, company’s computer systems, or the technical delivery systems of the company’s providers;
- b. Probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

- c. Access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by “rentomed.in”(and only pursuant to the applicable Terms of Use), unless you have been specifically allowed to do so in a separate agreement with “rentomed.in”
- d. Interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Services.

#### **11. NORMS BY “rentomed.in”**

- a. “rentomed.in” is not liable for any harm or damages due to the negligence of the Buyer or any fault occurs in the machines because of technical issue.
- b. If “rentomed.in” found any damages / leakages in product received from seller or any fault related to its warranty period, validity, manufacturing and expiry date, batch & LOT details then “rentomed.in” can revert back that package to seller.
- c. It is a duty of seller to train the employees of “rentomed.in” related to installation, operation, working and reparation of machineries etc. If employees failed to install or repair the said product/machinery then “rentomed.in” will appoint the seller. Seller will bind to do that work on behalf of “rentomed.in”.
- d. In repairing circumstances, if aforesaid product / machinery falls under warranty then Seller has to repair it at free of cost and in installation circumstances seller has to install aforesaid product / machinery at free of cost.
- e. “rentomed.in” can ask the compensation against the loss occurred by courier company in case of any non- delivery, miss delivery, theft or any defects in the products during the transit.

#### **12. RELATIONSHIP OF PARTIES**

You and the “rentomed.in” will be working as independent contractors and this Agreement shall never construe a Partnership, Joint Venture Agreement and Association of persons, Franchise, Agency or any kind of Employment relationship between the parties. You will not make any statement that would contradict anything under this clause. This Agreement will not create an exclusive relationship between you and us.

### **13. OFFER AND ACCEPTANCE OF ORDER**

The buyers shall directly place an order on this E-Commerce Platform. The buyer shall select the Machine/s or Product/s from the list provided on the platform shall also specify the quantity in which he desires to purchase.

After the order is placed and accepted, the Buyer/Recipient will receive an automated/manually generated email & text message confirmation for the order placed through the Company. This automated confirmation email & text message shall contain the details of the order placed, tracking code, and the bill amount.

### **14. DELIVERY PERIOD**

The product/s or machines or the related product/s shall be delivered to Buyer by the Courier Company appointed by “rentomed.in” at the address provided by the Buyer.

The buyer will receive the estimate delivery of product on the approx. date as mentioned in Confirmation email or text message by “rentomed.in”

In case of any damage or leakage or missing of any product or box of parcel at the time of delivery, the Buyer shall send a photo of the damaged or leakage box or the parcel to the support team at [hello@rentomed.in](mailto:hello@rentomed.in) or call at 7020316619 for raising a complaint regarding the same.

### **15. PAYMENT AND PRICING**

The Buyers/ Recipient shall be responsible for full payment against the order placed. It will be at the discretion of the Buyer / Recipient to choose the Mode of payment as mentioned below. The Buyer will have to bear the delivery charges for the order (if applicable) subjected to physical dimensions of products, geographical area & transportation connectivity.

<b>MODE OF PAYMENT</b>	
<b>CASH ON DELIVERY</b>	<b>ONLINE PAYMENT-</b>
	DEBIT / CREDIT CARDS
	BANK TRANSFER
	NET BANKING
	NEFT
	UPI PAYMENT

The payment against the order will be directly received by the Company through payment gateway.

In case of renting of the Machineries, reminders will be sent by Company to the Buyer/Recipient 25% time in advance out of the time for which buyer rent-in the product/s, prior to expiration of the Period for which the Recipient has taken the Machinery on rent.

The Recipient shall make 100% Payment of total amount as a booking amount every time in case of rent of product.

Failing to which, the recipient may attract Penalty and will be liable to additional amount of Rent of at the rate of 18%.

The courier company appointed by the “rentomed.in” will received the rented machinery from the recipient registered address on decided time.

## 16. APPLICABILITY OF TAXES

You will be responsible for the collection and payment of any and all of the Taxes together with the filing of all relevant returns, such as, goods and services taxes or other transaction taxes, and issuing valid invoices/ credit notes/ debit notes where required. You are solely responsible for preparing, making and filing any tax audit report and statutory reports and other filings and responding to any tax or financial audits.

## 17. INDEMNIFICATION

You release us from, and agree to indemnify, defend and hold harmless the company, its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- a. your use of the Service;
- b. your violation of any term of these Terms of Service;
- c. Any claim that your Content caused damage to a third party.
- d. Your Taxes and duties or the collection, payment, or failure to collect or pay Your Taxes or duties, or the failure to meet tax registration obligations or duties; or
- e. Your non-compliance with applicable laws.

## 18. FORCE MAJEURE

The “RENTOMED” shall not be liable for any loss or damage caused to the user as a result of delay or default or deficiency or failure in the Services as a result of any natural disasters, pandemic, fire, riots, civil disturbances, actions or decrees of governmental bodies,

communication line failures (which are not caused due to our fault), or any other delay or default or deficiency or failure which arises from causes beyond our reasonable control.

## **19. TERMINATION**

You may terminate the services with us by deactivating the account or unsubscribing the account. The services will be terminated automatically upon expiry of your license.

We may terminate your account or services if-

- a. you have violated the Terms of Use
- b. You do not abide by the applicable governing Laws
- c. Your activities depict unlawful conduct
- d. You create risk or possible legal exposure for us

## **20. CUSTOMER SUPPORT**

We will provide Customer Support and guide you through an email from time to time at [hello@rentomed.in](mailto:hello@rentomed.in) or via telephone.

## **21. DISPUTE RESOLUTION**

Any dispute arising between you, each of you release the Company (and its agents, affiliates and employees) free from any claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

All disputes will be subject to arbitration at **Pune** in **English/Marathi/Hindi** by a sole arbitrator appointed by the Parties under the **Arbitration and Conciliation Act, 1996**.

## **22. MODIFICATION**

We reserve the right to modify the Terms of Use from time to time and such Terms of Use shall not be retroactive and will be effective from immediate effect. The latest model/ version of the Terms of Use shall be applicable to govern the relation between us. You may receive the notification of the revised Terms of Use.

## **23. ELECTRONIC COMMUNICATION**

Notices and other communications between Buyer, Seller and the Company hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) and by Telephone communication.

## **24. SEVERABILITY**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable that shall not affect the validity or enforceability of any other provision of this Agreement

## **25. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of India and legal proceedings may be brought in court in Pune that has jurisdiction over the claim.



**Still have questions?**

You can also find further details by contacting us at [hello@rentomed.in](mailto:hello@rentomed.in) or call on 9325102598

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