

Commercial Contract

TERMS AND CONDITIONS OF SALE OF GOODS ONLINE



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

www.smeda.org.pk

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January 2013

Terms and Conditions of Sale of Goods Online

Pro-Gole (Right to do business)

Legal Services, (B&SDS)

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to internet and technology. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

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17. TERMS AND CONDITIONS OF SALE OF GOODS ONLINE

The following are the terms of the Agreement between [insert name of the business] (hereinafter referred to as the "Business") and the buyer (hereinafter referred to as the "Buyer") of goods or services through the Business' Website (hereinafter referred to as the "Website"). If you do not agree to these terms, you will not be able to purchase anything, so please review these terms carefully:

INTRODUCTION

The Buyer agrees to the terms and conditions outlined in this Online Agreement (hereinafter referred to as the "Agreement") with respect to the goods, services and information provided by or through the Website. This Agreement constitutes the entire and only agreement between the Business and the Buyer, and supersedes any and all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the goods, services and information provided by or through the Website. The Buyer agrees to review this Agreement prior to purchasing anything, and the purchase of a good or service shall be deemed acceptance of this Agreement.

SETUP AND PAYMENT

The Buyer represents and warrants that

- (i) the credit card information supplied is true, correct and complete;
- (ii) charges incurred by the Buyer will be honored by the Buyer's credit card company; and
- (iii) Buyer shall pay charges incurred by the Buyer at the amounts in effect at the time incurred, including all applicable taxes.

The Buyer shall be responsible for all charges incurred through use of the Buyer's password, whether authorized or unauthorized.

The Buyer agrees to keep his or her password confidential and to notify the Business within 24 hours of any breach of this Agreement or unauthorized use of the password.

The Business does not protect the Buyer from any unauthorized use of the Buyer's password.

COPYRIGHT

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conversion and other matters related to the Website are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights, and the copying, redistribution, use or publication by a Buyer of any such content or any part of the Website is prohibited.

EDITING, DELETING, AND MODIFICATION

Business reserves the right in its sole discretion to edit or delete any information or content appearing on the Website and to remove any goods and services for sale. Upon notice published over at the Website, the Business may modify this Agreement, or prices, and may discontinue or revise any or all aspects of the Website in its sole discretion and without prior notice. Modification of this Agreement will be deemed effective upon publication on the Website with respect to transactions occurring after said date.

RIGHT TO REFUSE

The Business reserves the right in its sole discretion to refuse service at any time. Sale of any goods or services is subject to availability.

DESCRIPTION AND AVAILABILITY

The Business takes all reasonable measures to ensure that details, measurements and descriptions of the products given on this Website are as accurate and complete as possible, but there may be variations between these and the products themselves.

All products are sold on this Website subject to availability.

PRICE

Prices appearing on this Website are inclusive of sales tax (where applicable) at the current rates.

The cost of an order placed with our Website will be the price of the products ordered plus the appropriate delivery charge outlined in the "Delivery Services" section. Please note that all prices on this Website are for on-line purchases only.

Due to circumstances beyond our control, prices may have to be altered, including any variations in the rate of sales tax. If this occurs, the Buyer shall be notified and requested to reconfirm your Order at the altered price.

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By notifying the Buyer, the Business shall be entitled to cancel any Contract in whole or in part to the extent that it is for the purchase of a product the price of which was stated incorrectly on the Website.

PLACING AN ORDER AND RETURN

All orders are subject to acceptance by the Business and are subject to availability. After placing an order, the Buyer will receive an email from the Business acknowledging that we have received the order. Please note that this does not mean that the order has been accepted. The placing of an order constitutes an offer to the Business to buy a product. All Orders are subject to acceptance by the Business and such acceptance will be confirmed by dispatching an email to the Buyer which confirms that the product has been dispatched (the "Dispatch Notice"). The Contract between the Business and the Buyer will only be formed when the Dispatch Notice is sent by the Business to the Buyer.

You may cancel a Contract and obtain a refund any time within [insert number] days after receipt of products by notifying the Business in writing, and returning the products in original conditions and original packing to the Business.

Please note that refunds are not available for the following products purchased from the Website:

1. [insert description of products];
2. [insert description of products];
3. [insert description of products];

PAYMENT METHODS

There are easy and flexible ways for the Buyer to pay for the order. We accept:

- Mastercard and Visa credit cards
- American Express charge cards

The Buyer shall complete the details when prompted to do so in the checkout section of this Website.

The Buyer confirms that the card being used is owned by the Buyer.

GENERAL INDEMNITY

The Buyer agrees to indemnify the Business fully from and against all claims,

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liability, damages, losses, costs and expenses (including legal fees) arising out of any breach of these conditions by the Buyer or any other liability arising out of the Buyer's use of this Website or out of the use of this Website by any person using the Buyer's account number and/or password.

OUR LIABILITY

The Business warrants that any product purchased from the Business through the Website is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

The Business' liability for losses that the Buyer may suffer as a result of the Business breaching this Contract is strictly limited to the purchase price of the product purchased by the Buyer.

To the fullest extent possible and except for the warranty set out above, the Business disclaims any and all warranties of any kind (whether expressed or implied) in relation to the products.

The Business will not be liable to the Buyer in contract, tort, or otherwise for any loss of profits, loss of business, loss of anticipated savings, loss of opportunity, loss of data or any other indirect or economic losses whatsoever suffered or incurred by the Buyer arising out of the subject of these Conditions.

Nothing herein shall affect the statutory rights of the Buyer.

USE OF INFORMATION

The Business reserves the right, and the Buyer authorizes the Business, to the use and assignment of all information regarding Buyer's use of the Website and all information provided by the Buyer, subject to applicable law.

GOVERNING LAW

This Agreement shall be treated as though it were executed and performed at [insert place] and shall be governed by and construed in accordance with the laws of [insert place]. Any cause of action of the Buyer with respect to the Website must be instituted within [insert number] months after any purchase from the Website, or be forever waived and barred. All actions shall be subject to the limitations set forth in this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

LITIGATION

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All legal proceedings arising out of or in connection with this Agreement shall be brought solely in [insert place] and the Buyer expressly submits to the jurisdiction of the said courts, and the Buyer consents to extra-territorial service of process. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Website or the Business is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Failure of Business to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

ACKNOWLEDGMENT

This Agreement represents the entire understanding between the Business and the Buyer regarding their relationship, and supersedes any prior statements or representations.

PLEASE CLICK ON THE "I AGREE" BUTTON TO MARK YOUR ACCEPTANCE OF THESE CONDITIONS BEFORE PLACING AN ORDER. PLEASE UNDERSTAND THAT IF YOU REFUSE TO ACCEPT THESE CONDITIONS, YOU WILL NOT BE ABLE TO ORDER ANY PRODUCTS OR SERVICES FROM THE WEBSITE.