

**FOHOWAY INDIA CANCELLATION / RETURN / EXCHANGE / WARRANTY /
REFUND POLICY**

PRODUCT CANCELLATION/RETURN/EXCHANGE/REFUND POLICY: Fohoway India Pvt. Ltd. (hereinafter referred to as “Company”) has adopted the following policy, in respect of handling product cancellation, return, exchange, warranty and refund of the goods. The purpose of this policy is to define the conditions under which goods may be cancelled/returned for replacement/claim refund credit.

The Company focuses on Consumer Satisfaction and aims at providing quality products to its Consumers. In case any Consumer is not satisfied with the quality or performance of any product then the same can be returned/exchanged within a period of 30 days from the date of purchase. Refund will be conditioned depending upon the Marketability and Saleability of the product, the conditions/criteria for the same are laid down in the present policy.

Applicability of this Policy- The Refund policy is applicable only for products that are in marketable and saleable conditions and partially used products. This policy is not applicable to products that have been intentionally damaged or misused.

1. DEFINITIONS –

- a. **“Consumer”** means any person who has purchased products offered by Fohoway India Private Limited for personal consumption (inclusive of Fohoway Direct Sellers & Retail Customers).
- b. **“Fohoway Direct Seller”** means a person appointed by the Company on a principal-to-principal basis to undertake sale, distribution and marketing of products and services of the Company. (Hereinafter referred to as **“FDS”**)
- c. **“Retail Customer”** means a person who purchases products offered by Fohoway India Pvt. Ltd. through a Fohoway Direct Seller.
- d. **“Refund”** means to pay back of money.
- e. **“Buyback/repurchase”** is the process by which Fohoway Direct Seller takes previously purchased products back to the Company, and in turn receives refund or exchange for another item (identical or different) as determined by the Company.
- f. **“Saleable”** means goods unopened-, unused, marketable, which has not expired, and which is not discontinued or special promotion goods.

2. COOLING OFF PERIOD:

If any Fohoway Direct Seller desires to terminate the Contract with the Company during first **seven (07)** days of joining, he/she will be able to return all the products and material (purchased

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CIN: U74999DL2019PTC358517

from Company) and get full refund only if the purchased products are in marketable and saleable condition.

3. BUY-BACK/REPURCHASE POLICY:

The Company gives full refund or buy-back guarantee to every Consumer on following terms:

- i).** The condition of goods/products shall be in marketable and saleable condition (i.e., any seal/protection on the good is kept unbroken) and the right of buy-back can be exercised by the Consumer within thirty (30) days from date of purchase / delivery (in case on online purchases).
- ii).** The Company is responsible to buy-back the marketable goods only after submission of original bill/ delivery challan and ID proof of the Fohoway Direct Seller. The refund amount will be subject to the condition of goods.
- iii).** The company shall refund amount after deducting of packaging, courier, and commission paid against the returned product and all applicable taxes etc. as per the norms issued by the Govt as amended from time to time.

4. PRODUCT RETURN PROCEDURE

- a.** Only the Fohoway Direct Seller, who ordered the product from Fohoway India may return it directly. Any retail customer who wants to initiate return of goods may contact the Fohoway Direct Seller from whom they purchased the product and the FDS will then guide and help the retail customer in having the said products returned.
- b.** The Consumer may also write an email to info@fohowayindia.com expressing the reason to return the goods along with a copy of the original invoice attached to it, for initiation of the return.
- c.** Pursuant to initiation of return request the Consumer should preferably personally deliver the said products to be returned to the nearest Fohoway India Branch Office along with the copy of the original invoice. In case the Consumer is unable to visit the Branch Office personally then the same can be shipped to the nearest Fohoway India Branch Office and the shipping details can be shared with the Company via email. The liability of the products until they reach Fohoway India Branch Office is on the sender.
- d.** Once the Fohoway India Branch Office has received the products which may be personally delivered by the Consumer or shipped through a reliable shipping partner, the products will be subject to inspection by the Fohoway India officials.
- e.** Once the product and its condition has been thoroughly inspected then depending on the condition of the product refund or exchange will be processed within 7 days of the receipt of such product.

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Fohoway India Private Limited reserves its right to determine the marketability and saleability of the products returned.

5. WARRANTY:

Medical/Health Equipment are covered under warranty for a period of 1 year from the date of purchase of such products, the consumer should have the original invoice while availing services under warranty.

If the product is covered under warranty in such a situation if any Medical/Health Equipment or any of its parts stops working due to a manufacturing defect, then the same will be replaced/repaired by the company without any additional cost, Additional cost will be applicable for replacement/repair/servicing if the product is no under warranty. Accessories provided by the company along with the Medical/Health Equipment will not be covered under warranty, the warranty will be only limited to the equipment.

To avail the warranty service, the consumer should visit their nearest Fohoway India Pvt. Ltd. branch with the original copy of the invoice. Consumer can also ship the Medical/Health Equipment to the Fohoway India Pvt. Ltd. branch for replacement/repair/servicing at their own cost.

6. RETURN EXCEPTIONS:

Products cannot be returned if they are in a bad condition. In case of online orders if the package is tampered/damaged then the Consumer should not accept the delivery. Please contact the Consumer Grievance Redressal Committee in accordance with Grievance Redressal Policy available on Fohoway India website and report the issue within 48 hours.

Consumer is to make sure that the original product tag and packing is intact when the product is sent back in case the Consumer wants the entire amount to be refunded. In case the Consumer returns the product after partially being used then the refund will be subject to inspection and reason for return. Further is the product provided to the Consumer is damaged or of inferior quality then in such cases the Consumer should report the issue with Consumer Grievance Redressal Committee within 48 hrs of the receipt of such product to protect their interest at the time of inspection of the product once return is initiated.

The following products shall not be eligible for return or replacement:

- i).** Any product that exhibits physical damage to the box or to the product after receiving from the delivery boy.
- ii).** Any product that is returned without all original packaging including the retail box originally included with the product at the time of delivery.

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- iii). Any product without a valid, readable, untampered serial number, including but not limited to products with missing, damaged, altered, or otherwise unreadable serial number/Batch number.
- iv). Any product for which the Consumer is unable to furnish the original invoice which has been duly filled including the batch number of the product.

7. RESTOCKING FEE AND REFUND:

There is no restocking fee. But the Company do not refund the original shipping and handling that was paid on the order, this will be deducted from a customer's refund. Refund will be made to the original source of payment in case of cashless transaction. If the payment at the time of the purchase of the product was made through cash, then it is the diligent duty of the customer to provide with relevant account details at the time of raising the return request.

8. SUGGESTIONS & COMPLAINTS:

- If you have any questions about this Policy or you are facing any further issue with respect to exchange/ return process, please contact the Fohoway India Pvt. Ltd. Grievance Redressal Forum in accordance with the Grievance Redressal Policy provided on Fohoway India website.
- Customers are requested to ensure that they provide a copy of the original bill at the time of initiating the return request. It is the diligent duty of the customer at the time of making the purchase to ensure that the Invoice is duly filled along with the Batch number of the product being purchased to avoid any conflicts at the time of return. which was duly filled at the time purchase by the seller,

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