

METRO Cash & Carry India Pvt. Ltd.
TERMS AND CONDITION

METRO Cash & Carry India Private Limited (hereinafter referred to as METRO), hereby sets out the terms & conditions governing the Customer's access to and purchase of items at METRO Cash & Carry Distribution Centre (the "METRO Distribution Centre").

1. METRO sells goods to the Customer on the condition that they are for resale, commercial, business or Industrial use only. The Customer agrees not to purchase goods at the METRO Distribution Centre for personal consumption. Purchases are not allowed by persons as private individuals for personal use. The Customer shall submit a photocopy of a valid Business Registration to METRO along with the signing of this METRO Registration Form or when he visits the METRO Distribution centre for the 1st time. The Customer's registration with METRO will be completed only when he receives a permanent photo ID card from METRO and so long as the respective business Registration is valid. METRO reserves the right not to issue the permanent Photo ID card.
2. The Customer's authorized representative (Cardholder's) shall only be allowed access to a METRO Distribution Centre after presenting a valid Customer Photo ID Card. Further only one person would be allowed to accompany one card holder. The person should be one who is connected to the Customer's business or is engaged by the Customer to assist the Cardholder to make Customer's business purchases at the METRO Distribution Centre.
3. For reasons of safety, children are not allowed access to METRO Distribution Centre under any circumstances.
4. It is not permitted to take bags or containers, or optical, acoustic or other recording equipment, into the METRO Distribution Centre. METRO reserves the right to verify the contents of any bags left at the entrance for safety and security purposes.
5. Entry onto, and use of all means of transport within, the premises of the METRO Distribution Centre, including parking and other outdoor areas, by a cardholder and any accompanying person shall be at their own risk. METRO shall not under any circumstances, be responsible for any loss or damage to person or property on the METRO premises.
6. The Customer shall be responsible for ensuring that only cardholders purchase goods at METRO Centre, and shall compensate METRO for any cost incurred or damage suffered by METRO as a result of any misuse of Customer cards issued to the Customer or other violation of these Terms and Conditions by a cardholder and any accompanying person.
7. The Customer Card is the property of METRO. METRO shall be immediately notified in the event of (i) loss of the Customer Card and (ii) any change in the information provided in the Customer Registration Form (iii) any change in the Authorized Representative's or (iv) any change in status of registration (v) termination or suspension of his entrepreneurial activity and the Customer shall return all the customer cards to METRO.
8. METRO may at any time terminate the right of the Customer / their cardholders to enter the METRO Distribution Centre, purchase goods and withdraw the Customer Card without giving the reasons and without liability for damages.
9. If any cardholder (or person accompanying them) opens or damages the packing of goods or damages any goods, for whatever reason, whether deliberately or accidentally, the Cardholder shall be required to purchase the entire package of goods or the goods as the case may be. Customers are not allowed to open any of the multi packs. In case of any such act, the customer would be billed for the full multi pack.
10. METRO has prescribed a minimum purchase value for each invoice and/or minimum purchase quantities for various products with these minimum purchase values and/or purchase quantities being subject to modification from time to time. Further METRO reserves the right to place a maximum limit on the products purchased by the Customers. The Customers are required to adhere to the same while making purchases at a METRO Distribution Centre.
11. All sales by METRO are on an Ex Distribution Centre basis and METRO does not take the responsibility of transporting and / or delivering the goods to the customer. The Customer's payment for the goods shall constitute confirmation of receipt of the goods and that the goods are without defects.
12. The Customer shall be entitled to warranty as described in warranty cards attached to goods purchased. Where no warranty card is attached to a good, or warranty details are not otherwise provided, the warranty term in case of non - food items shall be 7 days from the date of purchase. In honouring a warrant, METRO shall have the discretion to ensure either: (i) repair or replacement of the goods by the manufacturer, or (ii) reduction or reimbursement of the purchase price. Warranty shall not apply to goods which (i) have not been used according to their designated purpose and instruction on use, or (ii) have not been submitted along with original METRO invoice, or (iii) if the goods are not returned in their original packaging.
13. These Terms and Conditions are liable to be changed without prior notice from time to time. The changed terms shall come into effect and shall apply immediately and be binding on Customers on such change being made. If any of these Terms & Conditions is considered null and void the other conditions shall remain effective.
14. Collection, Use, and/or processing: METRO will collect, process, and/or use the information provided in the Customer Registration Form or other Forms ("Personal Data") for the purposes of administering and performing your customer contract with METRO, general and long-term customer care and personalized customer service, as well as sales promotion, market and opinion research activities (by mail and electronic communications).
15. Disclosure for technical processing: As METRO is part of the METRO-Group, a large group of companies operating internationally, your Personal Data may be transferred to and back from one of the international data centers of the METRO-Group (operated by the METRO-Group Information Technology GmbH (MGI), "Data Centers") and may be processed in the Data Centers to achieve the purposes identified in Clause 14 above, METRO and the Data Centers operate in compliance with European data protection rules to provide for a coherent level of adequate data protection even in those cases where data are transferred to countries with a different level of data protection.
16. Access to and Security of Personal Data: Access to your Personal Data will be limited to authorized employees as required for the purposes identified in Clause 14 above as well as IT security and maintenance. METRO uses reasonable technical and organizational measures to protect the security and confidentiality of your Personal Data and regularly reviews and improves these measures as necessary to reflect legal developments and/or improvements in available technology.
17. Notwithstanding anything contained herein before, by applying for a Customer Card the customer explicitly authorizes METRO to divulge or share all information on the customers received by METRO, in connection with the issue of the Customer Cards and sales thereof in any manner as METRO may deem fit.
18. Goods' Prices are liable to be changed without notice and are not subject to any announced period limitation.
19. The prices indicated on the goods are based on applicable local taxes. In case higher tax is applicable on the transaction, METRO will charge the applicable higher rate of tax on the invoice at the time of sale and the customer is liable to pay the same.
20. Any dispute will be subject to the exclusive jurisdiction of the Courts in the City of Bangalore.
21. The Customer does not wish to receive the following (please tick the relevant box):
 METRO Mail E-mail Fax SMS Telephone calls

The Customer undertakes that the information provided in the Customer Registration Form is true, complete and correct and any liability or damages arising to METRO, due to any wrong declaration or due to a purchase made in violation of the aforesaid terms and conditions, shall be indemnified to METRO by the Customer. Further the person accepting the aforesaid terms and conditions and signing hereunder on behalf of the Customer, declares and confirms that he is either the owner of the Customer or is the authorized person of the Customer to whom the authority to make purchases or seek additional cards and to transact any other activity on behalf of the Customer has been delegated by the owner or the relevant authorized official of the Customer.

The authorized representative(s) of the Customer and METRO agree to the above terms and conditions the day mentioned herein below:-

Date : Day of

For the Customer



Managing Director
METRO Cash & Carry India Pvt. Ltd.

Name :

Authorized Signatory :