

METRO ONBOARDING TERMS AND CONDITIONS

Welcome to METRO Wholesale Platform!

Metro Cash and Carry India Pvt. Ltd. , having its registered office at Survey No. 26/3, Industrial Suburbs, Ward No. 9, Subramanyanagar, Bangalore 560 055 (“METRO”, “we”, “us” or “our”) is managing and operating the “Metro Wholesale B2B Shopping” application hereinafter called *Platform* operated through Android mobile devices and tablets or any operating system that may have been provided by METRO (collectively referred to as the “**METRO Wholesale Platform**”), through which it *inter alia* facilitates the sale and purchase of diverse range of products listed on the METRO Wholesale Platform from time to time and other products (“**Products**”) to the users of the METRO Wholesale Platform (“**User**” or “**Users**” or “**you**” or “**your**”). These terms and conditions (“**Terms**”) govern your use of the METRO Wholesale Platform and transaction or dealings thereon. By using the METRO Wholesale Platform and purchasing the Products (*defined below*), you expressly agree to be bound by these Terms. Please note that your access and use of the METRO Wholesale Platform, other associate platforms or utilisation of devices or equipment, as may be provided to you by METRO or its affiliates, may be governed by other terms and conditions, policies or guidelines (“**Additional Terms**”) that may be applicable on such platforms or devices at the time of your access and usage of the METRO Wholesale Platform, which may be updated from time to time. By using such platforms and utilising such devices, you agree to be bound by such Additional Terms along with these Terms.

METRO and you are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

The METRO onboarding Terms and Conditions comprise the following Policies:

1. METRO Wholesale Terms and Conditions;
2. METRO Wholesale Cancellation, Return and Refund Policy;
3. METRO Wholesale Fees and Payments Policy;
4. METRO Wholesale Delivery and Shipping Policy; and
5. METRO Wholesale Privacy Policy.

METRO WHOLESALE TERMS AND CONDITIONS

These Terms are divided into 2 (two) parts. Please carefully read all the parts to understand the conditions applicable in case of usage of the METRO Wholesale Platform and for purchase of Products thereof.

PART A – TERMS AND CONDITIONS FOR USAGE OF THE METRO WHOLESALE PLATFORM

1. GENERAL

- 1.1 The terms and conditions set out herein (“**Terms of Use**”) specifically govern your access and use of the METRO Wholesale Platform, which allows you to discover, select and buy Products from us for further sale. The METRO Wholesale Platform provides a forum for you to *inter alia* be informed and inspired by offering you a channel to grow your business beyond the boundaries by enabling you to purchase the Products for further sale (collectively, the “**Services**”).
- 1.2 Please note that we may from time to time change the Terms of Use that govern your use of the METRO Wholesale Platform. Every time you wish to use our METRO Wholesale Platform, please check these Terms of Use to ensure you understand the terms and conditions that apply at that time.
- 1.3 Any accessing, browsing, or otherwise using the METRO Wholesale Platform indicates your agreement to these Terms of Use, the Privacy Policy, Return Refund Policy, Delivery and Shipping Policy, Fees and Payment Policy of METRO Wholesale Platform and any other policies or guidelines that may be applicable on the METRO Wholesale Platform at the time of your access and usage of the METRO Wholesale Platform and which may be updated from time to time (collectively, the “**Onboarding Terms**”). If you disagree with any part of the Onboarding Terms, then you should discontinue access or use of the METRO Wholesale Platform and Services. Please read the Onboarding Terms carefully before proceeding.
- 1.4 By accepting the Onboarding Terms, you affirm that you are 18 (Eighteen) years of age or above and are fully competent to enter into Onboarding Terms, and to abide by and comply with this Onboarding Terms. In case you are below 18 (Eighteen) years of age, you may access and use the METRO Wholesale Platform only if enabled by a parent or legal guardian. Further, if you are using the Services on behalf of a company or organisation, you represent that you have authority to act on behalf of that entity, and that such entity accepts the Onboarding Terms.

If you have any query regarding the Terms of Use, you may contact us on any day at 1860 266 2010 between 9 AM to 9 PM (“**Customer Service**”)

2. REGISTRATION OF YOUR ACCOUNT

- 2.1 In order to use the METRO Wholesale Platform and avail the Services, you will have to register on the METRO Wholesale Platform. Registration is a one-time process. You will be eligible to further access and avail the Services only upon receipt of a confirmation via SMS from us after submission of required forms and documents (including but not limited to KYC documents, name, mobile number, permanent account number, GST registration certificate voting card, driving license, address, licenses (FSSAI and Trade) procured, sales data, details of beneficial owner, incorporation details (if available), type of entity, credit information, etc) and after providing the necessary details as may be required by us at the time of your registration. You acknowledge and agree that all the KYC information, documents and details provided by you to us are (i) true, accurate and complete; and (ii) up-to-date at the time of furnishing such documents and all times thereafter.
- 2.2 You are solely authorized to operate the account created by you. The login credentials created by you may be used to access your account on the METRO Wholesale Platform, as applicable. Consequently, it is your responsibility to maintain the confidentiality of the log in credentials of your account on the METRO Wholesale Platform and for restricting access to your computer/mobile/other similar devices to prevent unauthorized access to your account. You shall remain solely liable for all the actions undertaken through your account.
- 2.3 You will: (a) immediately inform METRO of any unauthorized use of the account or any other security breach; and (b) ensure that you log out of your account at the end of each session. METRO will not be liable for any loss or direct or indirect damage arising from your failure to comply with these Terms of Use. You may be held liable for any losses incurred by METRO or any other user due to unauthorized use of their account. We reserve the right to refuse access to the METRO Wholesale Platform, terminate accounts, remove or edit content at any time without notice to you.

3. COMMUNICATION AND UNSUBSCRIPTION

- 3.1 By accepting the Terms of Use, you also accept to receive news, updates, offers/ campaign related SMS (to the mobile phone number provided by you), e-mail or any other digital modes of communication. By accessing and using the METRO Wholesale Platform and/ or verifying your contact number with us, you explicitly consent to receive such communications (through call, SMS, email or other digital and electronic means) from us and/or our authorized representatives regarding any new services or offerings, even if your contact number is registered under the DND/NCPR list under the Telecom Commercial Communications Customer Preference Regulations, 2018.
- 3.2 You can unsubscribe/opt-out from receiving marketing/ promotional communications, newsletters and other notifications from METRO at any time by following the instructions set out in such communications.

4. LICENSE AND ACCESS TO PLATFORM

- 4.1 Your use of METRO Wholesale Platform, the Services, and access to the METRO Content (*as defined below*) is subject to a limited, revocable and non-exclusive license which is granted to you when you register on the METRO Wholesale Platform. You will use METRO Wholesale Platform solely for identifying Products, carrying out purchases of Products and processing returns and refunds for business purposes only.
- 4.2 You grant to METRO a royalty-free, perpetual, irrevocable, non-exclusive right and license to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works from, display worldwide, or act on any material posted by you on the METRO Wholesale Platform without additional approval or consideration in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content, and you waive any claim over all feedback, comments, ideas or suggestions or any other content provided through or on the METRO Wholesale Platform. You agree to perform all further acts necessary to perfect any of the above rights granted by you to METRO, including the execution of deeds and documents, at its request.

5. PERSONAL INFORMATION PRIVACY

- 5.1 During the course of your registration on and usage of the METRO Wholesale Platform or availing the Services, METRO may collect and store and/or you may provide us with, personal identifiable and sensitive information about you, including without limitation your name, phone number, email address, address, postal code, occupation, login details etc.
- 5.2 METRO respects the sensitivity of the information about you, and we appreciate your trust in us. In this regard, for individuals' onboarding the METRO Wholesale Platform, METRO has formulated the Privacy Policy, which shall be deemed to be included in these Terms of Use, setting out the manner in which your information is collected, stored, processed, used and disclosed. If you object to the terms of our Privacy Policy, please do not use or access the METRO Wholesale Platform or avail the Services. For more information, please refer to the Privacy Policy.

6. CONTENT ON PLATFORM

- 6.1 All information, content, material, text, graphics, images, logos, button icons, software code, interface, design and the collection, arrangement and assembly of the content on the METRO Wholesale Platform or any of the other Services are the property of METRO or its affiliates ("**METRO Content**"), and are protected under copyright, trademark and other applicable laws. Further, all trademarks, services marks, trade names and trade secrets in relation to the METRO Wholesale Platform whether or not displayed on the METRO Wholesale Platform, are proprietary to METRO.

- 6.2 METRO may display on the METRO Wholesale Platform any third-party logos, trade names, trademarks of other brands, as per the license granted to METRO by such brands.
- 6.3 No information, content or material from METRO Wholesale Platform (including the METRO Content) may be copied, reproduced, republished, duplicated, copied, sold, resold, uploaded, posted, transmitted, distributed or otherwise exploited in any way (including for any commercial purpose) without METRO's express written permission. You will not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of METRO and its affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilizing METRO's or its affiliates' names or trademarks without the express written consent of METRO and/or its affiliates, as applicable. Any unauthorized use terminates the permissions granted in these Terms of Use.

7. DISCLAIMERS

- 7.1 METRO will try to make access to and use of the METRO Wholesale Platform error-free and without interruptions. However, your access to the METRO Wholesale Platform may be occasionally suspended or restricted to allow for repairs, maintenance, or for introduction of new facilities or services on the METRO Wholesale Platform. METRO does not take responsibility for any access or usage problems that arise from internet related issues at your end.
- 7.2 To help you in identifying the Products of your choice, description of the Products are provided on the METRO Wholesale Platform through photographs, videos, charts, screenshots, infographics and other visual aids. While reasonable efforts are made to provide accurate visual representations, the appearance/colour of the Products when delivered may differ for various reasons.
- 7.3 The Services included on the METRO Wholesale Platform are provided on an "as is" and "as available" basis without any representations or warranties, express or implied, except as otherwise specified in writing. METRO does not covenant or provide any representations and warranties in relation to the Products or the Services.
- 7.4 METRO does not assume any responsibility or liability for the actions, products, and content of any of the third-parties. To the extent permitted by applicable law, METRO disclaims any liability against any loss, damage, expenses, liabilities, claim, injury caused due to the failure of performance, omission, defect of Products, or deletion, interruption, error, delay, virus, communication, unauthorised access, theft, destruction, alteration or use of records on the METRO Wholesale Platform.
- 7.5 METRO is not responsible for the content of any third party sites and does not make any representations regarding the content or accuracy of material on such sites. If you decide to access links of any third party platforms, you are doing so entirely at your own risk and expense.

8. USER WARRANTIES AND RESTRICTIONS

- 8.1 You represent and warrant that: (a) your use of the METRO Wholesale Platform and/or Services will not violate any applicable law or regulation; (b) all information that is submitted to METRO in connection with the METRO Wholesale Platform and/or Services is true, accurate and lawful; (c) use of the content and material you supply does not breach any applicable policies or guidelines of the METRO Wholesale Platform and will not cause injury to any person or entity (including that the content or material is not defamatory). If at any time, the information provided by you is found to be false or inaccurate, METRO will have the right to reject registration, cancel all orders, and restrict you from using the Services and other affiliated services in the future without any prior intimation whatsoever. You agree to indemnify METRO and its affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.
- 8.2 You will use the METRO Wholesale Platform for lawful purposes only, and will not undertake any activity that is harmful to the METRO Wholesale Platform or its content or otherwise not envisaged through the METRO Wholesale Platform. You have a limited license to access and use the METRO Wholesale Platform, solely for the purpose of availing the Services, subject to these Terms of Use.
- 8.3 The use of the METRO Wholesale Platform by you is restricted for commercial purposes only, and you will not use any portion of the METRO Wholesale Platform (including the contents on the METRO Wholesale Platform) or Services for any personal purpose.
- 8.4 You will not: (a) delete or modify any content on the METRO Wholesale Platform, such as any information regarding the Services, their performance, sales or pricing; (b) use any engine, software, tool, agent or other mechanism (such as spiders, robots, avatars, worms, time bombs etc.) to navigate or search the METRO Wholesale Platform; (c) make false or malicious statements against the Services, METRO Wholesale Platform or METRO; (d) post, copy, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise disrupt or damage the METRO Wholesale Platform and/or Services or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the METRO Wholesale Platform and/or the Services; (e) introduce any trojans, viruses, any other malicious software, any bots or scrape for any information available on the METRO Wholesale Platform; (f) probe, scan, or test the vulnerability of any system, security or authentication measures implemented by us or otherwise tamper or attempt to tamper with our technological design and architecture; (g) hack into or introduce malicious software of any kind onto the METRO Wholesale Platform; (h) gain unauthorized access to, or interfere with, or damage, or disrupt the server on which the details connected to the Services are stored, or any other server, computer, or database connected to the Services; or (i) engage in any form of antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," "phishing" and "griefing" as those terms are commonly understood and used on the internet.

- 8.5 You are prohibited from hosting, displaying, uploading, modifying, publishing, transmitting, updating or sharing on or through the METRO Wholesale Platform, any information that: (a) belongs to another person and to which you do not have any right; (b) is harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, hateful, relating to or encouraging money laundering or gambling, or otherwise harmful in any manner whatsoever; (c) harms minors in any way; (d) infringes any patent, trademark, copyright or other proprietary rights; (d) violates any law for the time being in force; (e) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (f) impersonates or defames another person; or (g) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 9.1 You agree to indemnify, defend and hold harmless METRO, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from and against any misuse of the METRO Wholesale Platform including but not limited to fraudulent transactions, any and all third- party claims, losses, liabilities, damages, abuse and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the METRO Wholesale Platform or the Services, violation of these Terms of Use, or infringement of any intellectual property or other rights of METRO or any third-party. METRO will notify you promptly of any such claim, loss, liability, or demand, and in addition to the foregoing, you agree to provide METRO with reasonable assistance, at their expense, in defending any such claim, loss, liability, damage, or cost.
- 9.2 To the fullest extent permitted by law, in no event shall METRO or any of its directors, officers, employees, agents or content or service providers (collectively, the "**METRO Representatives**") be liable to you for any direct, indirect, special, incidental, consequential, exemplary, special, remote or punitive damage, including, but not limited to damages for loss of profits, goodwill, use, data or other intangible losses arising from, or directly or indirectly related to, the use of, or the inability to use the METRO Wholesale Platform or the content, materials and functions related thereto, the Services, provision of information via the METRO Wholesale Platform, lost business, even if such METRO Representatives have been advised of the possibility of such damages.
- 9.3 In no event shall METRO Representatives be liable for: (a) the use or inability to use the METRO Wholesale Platform and/or the Services; (b) any content posted, transmitted, exchanged or received by or on behalf of any user or other person on or through the METRO Wholesale Platform; (c) any unauthorized access to or alteration of your transmissions of sensitive personal information or other user data; or (d) any other matter relating to the METRO Wholesale Platform or the Services.
- 9.4 METRO is neither liable nor responsible for any actions or inactions of the other users of the METRO Wholesale Platform or any breach of conditions, representations or

warranties by them. METRO is not obligated to mediate or resolve any dispute or disagreement amongst two or more users of the METRO Wholesale Platform.

- 9.5 None of the directors, officials or employees of METRO shall be personally liable for any action in connection with the METRO Wholesale Platform or the Services.

10. ACCESS OUTSIDE THE REPUBLIC OF INDIA

METRO makes no representation that the content on the METRO Wholesale Platform is appropriate to be used or accessed outside the Republic of India. Any users who use or access the METRO Wholesale Platform from outside the Republic of India, do so at their own risk and are responsible for compliance with the laws of such jurisdiction. These Terms of Use do not constitute, nor may these Terms of Use be used for or in connection with any promotional activities or solicitation by anyone in any jurisdiction in which such promotional activities or solicitation are not authorized or to any person to whom it is unlawful to promote or solicit.

11. TERM AND TERMINATION

- 11.1 These Terms of Use shall be effective from the date of their publication on the METRO Wholesale Platform.
- 11.2 METRO reserves the right to terminate the Services in the event of breach of any terms contained in these Terms of Use, misrepresentation of information, any unlawful activity by you or if METRO is unable to verify or authenticate any information submitted by you.
- 11.3 You may terminate these Terms of Use at any time, provided that you discontinue any further use of METRO Wholesale Platform or Services. However, any such termination shall not cancel your obligation to pay for a Product purchased on the METRO Wholesale Platform, or any other obligation which has accrued, or is unfulfilled and relates to the period, prior to termination.

12. FORCE MAJEURE

METRO will not be held responsible for any delay or failure to comply with its obligations if the delay or failure arises from any cause which is beyond METRO's reasonable control.

13. WAIVER

No provision in these Terms of Use will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by METRO. Any consent by

METRO to, or waiver of your breach, whether expressed or implied, will not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

14. SEVERABILITY

If any provision of these Terms of Use is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision will be excluded from these Terms of Use and the remainder of these Terms of Use will be interpreted as if such provision were so excluded and will be enforceable in accordance with its terms; provided however that, in such event, these Terms of Use will be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

15. GRIEVANCE REDRESSAL

You may submit any grievance with respect to the METRO Wholesale Platform or the Services, including with respect to any abuse on the METRO Wholesale Platform including any discrepancies or grievances with respect to access or usage of the METRO Wholesale Platform in violation of these Terms of Use by any person, to the Grievance Officer at:

Name : Sini Sugunan
Designation : Sr. Manager – Customer Service
E-mail ID : headcustomerservice@metrorrl.com

16. GOVERNING LAW AND DISPUTE RESOLUTION

METRO and you shall endeavour to amicably, through discussions, settle and resolve any dispute or difference arising out of or in relation to this Agreement (“**Dispute**”) within 15 (fifteen) days from the commencement of such Dispute. In case of such failure, the Dispute shall upon the expiry of the aforesaid period, be referred to e-arbitration to be conducted by a sole arbitrator, who shall be jointly appointed by METRO and You from the panel of available e-arbitrators. All arbitration proceedings may be conducted through mode available on the internet or any other information and communication technology (including but not limited to video call system, telephone or mobile, fax, e-mail facilities) which can be beneficially used to solve disputes. All Arbitration proceedings shall be held in accordance to the provisions of Arbitration and Conciliation Act, 1996. The language of arbitration shall be English. The arbitral award shall be final and binding on METRO and you. The award may include costs, including reasonable advocates’ fees and disbursements.

These Terms of Use, all transactions consummated between METRO and you, and the relationship between METRO and you is governed by the laws of India, without reference to any conflict of laws principles and with an exclusive jurisdiction to the courts of Bangalore.

17. RIGHT TO AUDIT AND / OR EXAMINE RECORDS

METRO may, on its own, or by engaging a third-party auditor (“**Auditor**”) at METRO’s expense, and, upon METRO’s request thereof, examine any of your records, invoices and/or other data or documents that are necessary to establish your compliance or non-compliance with Terms of Use.

18. ANTI-BRIBERY/ ANTI-CORRUPTION

You will comply with all applicable anti-corruption laws, including, to the extent applicable to a Party and any other Indian law including Indian Penal Code, 1860 and Prevention of Corruption Act, 1988. You will not, directly or indirectly, offer or pay anything of value (including gifts, travel, entertainment expenses, and charitable donations) to any official or employee of any government, government agency, political party, or public international organization, or any candidate for political office, to (a) improperly influence any act or decision of such official, employee, or candidate for the purpose of promoting your business interests in any respect, or (b) otherwise improperly promote the business interests of the other Party in any respect, in each case in violation of applicable law. Neither Party will retaliate against anyone who has, in good faith, reported a possible violation of this clause or refused to participate in activities that violate this clause to the extent prohibited by applicable law.

19. AMENDMENT

These Terms of Use are subject to amendments and modifications and may be updated from time to time, without any advance notice. You are requested to regularly review the Terms of Use as available on the METRO Wholesale Platform. Your relationship with the METRO Wholesale Platform will be governed by the most current version of these Terms of Use, as published on the METRO Wholesale Platform.

20. MISCELLANEOUS

- 20.1 In addition to these Terms of Use, you will also ensure that you are in compliance with the terms and conditions of the third parties, such as bank offers terms and conditions, brand promotional offers, whose links, if any, are contained/embedded in the Services. You agree that METRO will not be liable for any transaction between itself and any such third parties.

- 20.2 Unless otherwise specifically agreed, these Terms of Use supersede all previous oral and written terms and conditions (if any) communicated to you by METRO, for the use of METRO Wholesale Platform, and the rights and liabilities with respect to any Services to be provided by METRO shall be limited to the scope of these Terms of Use.
- 20.3 You represent and warrant that you are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

PART B – TERMS AND CONDITIONS FOR SALE

1. GENERAL

The terms and conditions of sale as set out herein (“**Terms of Sale**”) specifically govern your purchase of the Product(s) from us on or through the METRO Wholesale Platform. By placing an order for any Product with us or making a purchase of Product, you expressly agree to be bound by these Terms of Sale. These Terms of Sale are in addition to the Onboarding Terms and the Terms of Use. These Terms of Sale constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures.

2. OUR CONTRACT OF SALE

- 2.1 **Listing and Display of Products:** Listing and display of a Product by us on the METRO Wholesale Platform is our invitation to you to make an offer for purchase of such Product. Likewise, the placement of an order on the METRO Wholesale Platform by you is your offer to buy the Product(s) from us. You can view the description of the Products sold by us through the product description data available on the METRO Wholesale Platform. While we have taken precautions to avoid inaccuracies, all content, information, software, Products, services and related graphics are provided ‘as is’, without warranty of any kind and should be used as a reference only. METRO further expressly disclaims any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the Products listed or displayed or transacted, or the content (including product information and / or specifications) communicated by METRO.
- 2.2 You acknowledge that you have all the valid license and approvals to use and purchase Products on the METRO Wholesale Platform. All fields identified as mandatory must be duly populated by you as part of the on-boarding process. You will not be eligible to be on-boarded on the METRO Wholesale Platform if you provide incomplete or inaccurate information and/or fail to provide a valid license, approvals or identity and address proofs. METRO reserves the right to evaluate (i) the information; and (ii) the license; provided by you. You agree that if you provide any information that is untrue, inaccurate, not current or incomplete or METRO has at any time, reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the Terms, METRO shall have the right to indefinitely suspend or terminate or block access of your account on the METRO Wholesale Platform and refuse to provide you with access to the METRO Wholesale Platform
- 2.3 **Orders:** All orders placed by you on the METRO Wholesale Platform will be deemed as a valid order by you and METRO will, notify through the METRO Wholesale Platform, the acceptance or non-acceptance of such order within the timeline solely determined by METRO. METRO is under no obligation to accept such order unless it

expressly accepts an order. Upon acceptance, each order will be a separate and distinct contract for sale and purchase of Products between Parties. You will not be entitled to make any changes in the order once it is accepted by us.

- 2.4 **Cancellation of Orders:** We reserve the right, at our sole discretion, to refuse or cancel any order for any reason whatsoever before delivering the Products to you. You can cancel the order any time before we accept your order.
- 2.5 **Delivery of the Products:** Subject to the terms of the order, you agree that the Products may be delivered at the location set out in the order ("**Delivery Location**") either by METRO itself or through its dealer/distributor/logistic partner. Notwithstanding anything contained herein, you agree that neither METRO nor our dealer/distributor/logistic partner be liable for any short delivery, non-delivery or delayed delivery of Products and the delivery schedule set out in the order is merely an estimate. The Products shall be deemed to be delivered by METRO to you upon delivery of the Products at the Delivery Location. You will be responsible for inspecting the Products at the time of delivery.
- 2.6 Processing of orders placed by you, delivery of the Products, and settlement of payment to you is subject to the terms of Fees and Payment Policy, and your compliance with the terms and conditions set out therein, including terms in relation to the permitted balance, set-offs which may be made by METRO, and restrictions on certain orders.
- 2.7 **Billing and Invoicing:** The User may avail certain additional features of third-party software for varied purposes including billing, invoicing etc., and such access would be governed by the terms and conditions of such software.

3. **TRANSFER OF RISK AND TITLE IN THE PRODUCTS:**

Upon delivery of the Products at the Delivery Location, the risk in the Products shall pass to you. However, the title in Products shall remain with METRO or its dealer/distributor (as the case may be) until payment for the Products is made. It is hereby clarified that METRO shall have no liability or responsibility of any nature whatsoever towards any kind of loss or damages to the Products suffered by you. Any leakages, contamination, theft, adulteration or any other loss or any liability on loss of the Products shall be solely to your account. You shall always ensure that all Products must be stored in accordance with such Product specific storage requirement that is sufficient to ensure durability and safe storage of the Product. Further, please note that the Products may be delivered to you in a bag branded by METRO used for the sole purpose of delivering the Products by METRO ("**Delivery Bags**"). The title of the Delivery Bags shall always remain with METRO and you will act as a bailee for 24 (twenty four) hours from the time of delivery of Products in that Delivery Bag, post which the Delivery Bags are to be returned to METRO.

You shall ensure that any Product returned shall be returned in accordance with the 'Merchant Return Policy', issued by METRO from time to time on the METRO Wholesale Platform.

4. PRICE:

The Products shall be sold by METRO and purchased by you at the price agreed by Parties at the time when you place an order ("**Price**"). Price mentioned on the Invoice (*defined below*) issued by METRO to you shall be final and binding and shall include all taxes, levies, duties and other charges including Goods and Services Taxes (GST) and other local levies prevailing at the time of delivery and shall be charged to your account, separately.

5. INVOICING, PAYMENT AND SECURITY DEPOSIT:

- 5.1 Unless otherwise agreed by Parties, all Products shall be delivered along with an invoice ("**Invoice**"). You agree to make payment for the Products to METRO or its dealer/distributor, within the time period intimated by METRO from to time ("**Payment Period**"). You agree to provide such documents as desired by METRO and shall ensure that such documents are accurate and updated at all times. In the event METRO suffers a loss due to inaccuracy of the documents then you shall be liable for such a loss suffered by METRO and agree to indemnify METRO from such loss.
- 5.2 In the event you fail to make payment within the Payment Period, METRO shall at its sole discretion, be entitled to: (a) terminate this Terms of Sale; (b) suspend the Services under the Onboarding Terms; (c) seek immediate payment of all the past dues and outstanding balances under this Terms of Sale, (irrespective of the due dates); (d) levy an interest at the rate of 18% (Eighteen Per Cent) per annum or maximum rate permitted under law (whichever is lower) on the outstanding amount, from the date on which it was due until the date on which it is paid; or (e) avail appropriate remedies as set forth in the FP Policy forthwith at its sole discretion, without any demur, protest or your objection. You agree to bear all loses arising from such termination.
- 5.3 If the User opts the payment option as 'cash on delivery', then the Payment Period shall not be applicable. In case of such 'cash on delivery' mode of payment, the User shall not make any payment to the trade partner towards purchase of products or equated monthly instalments. Payments shall be made only to the authorised delivery agent delivering such 'cash on delivery' products.
- 5.4 Notwithstanding anything to the contrary, for the ease of making payments you agree and authorize METRO and/or any authorized third party to auto debit your bank account on the date that each Invoice for the payment becomes due.

5.5 While availing any of the payment method(s) available on the METRO Wholesale Platform, METRO will not be responsible and/or assume no liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to:

- lack of authorization for any transaction(s);
- exceeding the present limit mutually agreed between you and relevant bank(s);
- any payment issues arising out of the transaction, or
- decline of transaction for any other reason(s).

5.6 All payments made against the purchases/services on METRO Wholesale Platform by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. Platform will not facilitate transaction in any other form of currency.

6. INSURANCE

You are required to maintain adequate insurance for the Product once the Product has been shipped at the Delivery Location.

7. WARRANTY AND LIABILITY

7.1 You agree that your sole and exclusive remedy in respect of Products under this terms of Sale shall be (i) only if you notify to METRO non-conformance of Products with the Terms of Sale at the time of delivery of Products by METRO; and (ii) if in METRO's reasonable opinion, METRO will be unable to remedy any non-conformance, you may return the non-conforming Products to METRO and METRO will in its sole discretion accept re-delivery of the non-conforming Product(s) and refund to you, the amounts, if any, paid by you to METRO in respect of the quantity of Products re-delivered.

7.2 Save as expressly set out in this Terms of Sale, METRO does not give any guarantee or warranty of any nature whatsoever in respect of the Products and all other warranties including any implied warranties of merchantability, satisfactory quality, or fitness for purpose or ability to achieve a particular result are hereby expressly excluded to the maximum extent permitted by applicable laws.

8. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

8.1 You agree not to use trademarks, copyrights, brand name, or any other intellectual property of METRO or any of its affiliates without obtaining prior written permission of METRO.

8.2 Parties agree to keep the contents and existence of the Terms of Sale and all information, data, proprietary information, and material whether relating to financial, technical, marketing, operational issues, specifications, standards, procedures, accounts, processes or any other particulars relating to the Terms of Sale and any

other information related to merchandising and marketing plans disclosed by the disclosing party to the receiving party in pursuance of the Terms of Sale strictly confidential. The confidentiality obligation of the METRO shall remain valid during the Term and shall continue to be in force for a period of 3 (three) years thereafter.

- 8.3 You agree that you will not make or cause to be made any press or public announcements about the subject matter of the Terms of Sale, or its existence, without the express written approval of METRO.

9. INDEMNIFICATION & LIMITATION OF LIABILITY

- 9.1 You hereby agree to release and defend, hold harmless, and indemnify us, and our subsidiaries, affiliates, directors, officers, employees, agents, successors and assigns (“**METRO Indemnified Parties**”), from and against any allegation or claim based on, or any loss, damage, settlement, cost, expense and any other liability (including reasonable attorneys’ fees) arising from your act or omission, including without limitation any breach or default under these Terms of Sale, or allegation or claim of negligence, strict liability or misconduct.
- 9.2 In no event will METRO be liable to you for any lost profits, lost savings, lost goodwill, lost revenue, loss of claim or any incidental, indirect or consequential damages of any kind, however caused to you.

10. TERMINATION OR SUSPENSION

- 10.1 METRO shall be entitled to terminate these Terms of Sale at any time by giving a notice of 30 (thirty) days to you and without assigning any reasons thereto. METRO may (without prejudice to its other rights hereunder or at law) terminate these Terms of Sale immediately upon providing written notice to you if: (i) you become insolvent, you are unable to repay debts, or has appointed to it, or any substantial part of its property, any receiver and manager, liquidator, administrator, trustee or other similar official; or (ii) any proceeding is instituted by or against you seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors; or (iii) you are in breach of any of the Terms of Sale herein.
- 10.2 Any termination or suspension under this Clause 10 shall not affect the rights or liabilities of either Party with respect to the Products to the extent delivered before the date of termination or suspension, or with respect to any indebtedness owing by either Party to the other arising on or prior to such date.

11. REPRESENTATION AND UNDERTAKING

You represent and undertake that: (a) have the capacity to enter into and perform your obligations under these Terms of Sale and all transactions and undertaking

contemplated herein; (b) all corporate or other required action necessary for the authorization, execution and delivery of the Terms of Sale have been obtained; (c) the Terms of Sale has been duly executed by them and is valid and binding upon them in accordance with its terms; and (d) you have obtained all licenses, registrations and permissions to buy and sell the Products as envisaged herein. You hereby agree that you will be solely responsible for obtaining licenses for purchase, storage and re-selling the Products to the ultimate consumers under the applicable laws.

12. FORCE MAJEURE

We will not be held responsible for any delay or failure to comply with its obligations if the delay or failure arises from any cause which is beyond our reasonable control.

13. WAIVER

No provision in these Terms of Sale will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by us. Our consent to, or waiver of your breach, whether expressed or implied, will not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

METRO WHOLESALE CANCELLATION, RETURN AND REFUND POLICY

We aim to provide the best customer experience to our Users beginning from placing an order to initiating a return. While transacting on the METRO Wholesale Platform, you can expect a hassle-free experience in returning the Product that you have ordered and can rely on us as your preferred shopping destination.

This cancellation, return and refund policy ("**Policy**"), together with the Terms sets out our procedures and policies in accepting Product cancellation, return and refund thereof.

1. APPLICABILITY OF POLICY

- 1.1 By agreeing to use the METRO Wholesale Platform and/or initiating a request for purchase of Product(s) on the METRO Wholesale Platform, you agree to be bound by the terms contained in this Policy without modification. If you do not agree to the terms contained in this Policy, you are advised not to transact on the METRO Wholesale Platform.
- 1.2 Please note that we may from time to time change the terms of the Policy that govern your return, refund or cancellation of an order for Products on the METRO Wholesale Platform. Every time you wish to use the METRO Wholesale Platform, please check the Policy to ensure you understand the terms and conditions that apply at that time.

2. TERMS FOR CANCELLATION, RETURN AND REFUND OF ORDERS

2.1. Cancellation of Products

- (a) You can cancel orders for Products fully prior to generation and processing of the invoice in relation to such Products by us. Once the invoice has been generated and processed, cancellation of an order is allowed only when the entire order is cancelled and User cannot initiate partial cancellation at any stage. For any order to be cancelled after the order has been shipped, shipping charges (wherever applicable) shall not be refunded to the User.
- (b) In case you change your mind in relation to a particular order of the Products, you may cancel the placed purchase order, by making such cancellation request to our sales officer.
- (c) On receipt of the cancellation request prior to generation and processing of the invoice we shall cancel the order and initiate the refund for the Products within 7 (seven) business days from the intimation of acceptance of cancellation request from you. In case of prepaid orders, the refund shall be credited to Customer's Metro wallet or to original payment mode, at the discretion of Metro, except cash payment. All refunds shall be subject to applicable policies and charges

2.2 Return of Products

- (a) You may return the Product at the time of delivery if: (i) the product is damaged; or (ii) the quality of the product is low quality; OR within 7days from the date of invoice (“Return Period”).
- (b) The Products including articles such as fruits, vegetables, meat, fish, dairy, frozen food, loose commodities, liquor, tobacco, undergarments, socks, handkerchief, electronics (large & small appliances), mobiles, cameras, cosmetics, perfume, and other liquid articles, products that are near expiry (less than 14 days shelf life left)/ expired/ damaged post purchase, products that are under clearance sale, products that have lost their original condition but not expired/ damaged; are not eligible for return.
- (c) For the post delivery returns, Products from B2B prepaid / credit orders can be returned by User, due to Quality Issue or any other discrepancy related to the product, can reach out to wecare@metro.co.in or on METRO Customer Care number being 1860-266-2010.
- (d) You shall keep the Products in its unused, original condition, along with the original invoice/ sale receipt, brand outer box, MRP tags attached, Product barcode, ratio pack barcode, user manual, warranty cards, and promotional items in manufacturer packaging for a successful return pick-up. We would accept the request for return of such Product subject to the terms of this Policy.
- (e) If you have received any Product which is subject to return in terms of this Policy, we suggest you to immediately register a request in this regard with our sales officer or on the METRO Wholesale Platform, when the option is available on the METRO Wholesale Platform. We will in our sole discretion verify if: (a) the defects and damages in the Products or the non-compliances claimed in such Products are acceptable by us, or (b) such defects, damages or non-compliances are due to our default, and will accordingly post verification, accept or reject the request for return. For such verification, we may request you to send us images of the damaged, defective or Non-Compliant Product received and/or allow our personnel or sales officer to schedule a visit to assess the damage, defect or non-compliance in the Product. Further to the assessment of the damage or the concern reported in the return request, we may in our sole discretion resolve the issue subject to the assessment report, in a manner as we may deem fit.
- (f) Your return will be processed only when the conditions as may be stipulated by us are fulfilled at the time of return of such Products, such as the Product being returned in original condition (including water seal stickers in case of fragrances), along with the price tag, Product and ratio pack barcodes intact including original packaging of the Product, the brand outer packaging of the Non-Compliant Product and all accessories therein, no damage having occurred post-delivery of the Product while in your possession etc.

- (g) You agree that we will not accept the return of any Product: (i) if the Product belongs to non-returnable Product category as mentioned below under sub-clause (f), (ii) if you fail to request return/register a complaint in relation to a Non-Compliant Product within the Return Period. Any damage to the Product caused by your improper wearing or safekeeping of the Product, or any modification or change to the Product by you the User or a third party or any depreciation in the value for other reasons will not be deemed such Product a Non-Compliant Product and will not be considered a quality problem. Any decision by us in this regard shall be final and binding.
- (h) Returns in the categories mentioned under this clause shall only be applicable in the following scenarios: (A) wrong Shipment Delivered, (B) Short Shipment Delivered, (C) Item Missing, (D) Expired product delivered, (E) Damaged product delivered. In any case, you are required to read the terms of return available on the application. Further, the return of the products is also subject to external factors such as riot, strike, lockdown, shortage, natural calamity etc. which may prevent METRO from facilitating returns.
- (i) You can return the Product(s), purchased from us provided the Product(s) satisfy below mandatory conditions:
- (i) The price tag /bar code, brand tags, original packaging material, accompanying promotional item is intact and not altered, damaged or discarded by you.
 - (ii) Return is being initiated against the order under which it was bought and from account and the serial number/ bar code of the Product matches our records.
 - (iii) The Product(s) if bought as a set should be returned as the complete set.
 - (iv) Products returned should be in unused, undamaged, unwashed and in a saleable condition.
 - (v) We are satisfied that the Product has not been rendered defective or unusable.
- We reserve the right to reject the return request for a Product if it does not satisfy the aforementioned conditions.
- (j) Return of purchased Products are facilitated through our reverse-logistics partners. On receipt of request for return of Product on the METRO Wholesale Platform and the same being duly acknowledged by us, our

reverse-logistics partners may get in touch with you in order to collect the purchased Products from you.

2.3 Refund

- (a) Refunds will be processed to Customer's Metro wallet or to original payment mode, at the discretion of Metro, except cash payment, within 7 business days from the date of cancellation of order.
- (b) We do not make any cash refunds. However, if the refund does not happen by the date advised, you may contact us, and we will gladly help you.

3. **Customer Support**

Any queries or concerns relating to the return, refund and cancellation may be directed by you to our customer support team who can be contacted at:

Merchant Care Support Number – 1860 266 2010
Merchant Care Support email – wecare@metro.co.in

If your query is not resolved by our Customer Support team within 7 (seven) working days, please reach out to Grievance Officer.

METRO WHOLESALE FEES AND PAYMENTS POLICY

This Fees and Payments Policy (“**FP Policy**”), together with the Terms of Use describes METRO’s accepted payment methods, and METRO’s policies and procedures in relation to acceptance of fees and payments towards the services offered through the METRO Wholesale Platform. METRO’s primary object is to ensure that the METRO Wholesale Platforms are user friendly and equipped with reasonably expected security infrastructure to protect any financial information which may be shared by User.

User(s) are required to peruse and understand the terms of this FP Policy. If you do not agree to the terms contained in this FP Policy, you are advised not to accept the Terms of Use and this FP Policy and may forthwith leave and stop using the METRO Wholesale Platform. The terms contained in this FP Policy shall be accepted without modification and also, by using, browsing, accessing, or purchasing from the METRO Wholesale Platform, you agree to be bound by the term contained herein.

FEES AND PAYMENT OPTIONS

1. METRO does not levy any fee for browsing the METRO Wholesale Platform. METRO may in future, consider levying fees on the User for using the METRO Wholesale Platform as a whole, or for use of certain features of the METRO Wholesale Platform. In such an event, you agree to pay any such fees, as applicable. METRO does not covenant or guarantee providing you with a notice prior to enforcing such a levy of fees. Your continued usage of the METRO Wholesale Platform after such change in the fees will be considered to be your acceptance of such changes.
2. In order to ensure User convenience, METRO offers multiple payment options to User at the time of checkout. METRO without prior notice to User, reserves the right to add or delete the available payment options.
3. It is expressly clarified that accepting a User’s payment through the Payment Options is solely at METRO’s discretion. METRO reserves the right to reject payment from a User through the Payment Options for any reason whatsoever. In order to further validate a User’s transaction, METRO may request the User to submit a copy of the User’s photo identity proof (such as the User’s PAN card), failing which, METRO reserves the right to reject a User’s payment made through the Payment Options.
4. While using the Payment Options, User agrees to provide correct, complete and accurate financial information such as credit/debit card details or prepaid payment instrument account details which may be stored by METRO’s third party payment gateway provider. User(s) shall not use a credit/debit card or prepaid instrument which is not lawfully owned by him/her or which the User has not been lawfully authorised to use. The User shall solely be responsible for the security and confidentiality of his/her financial information. METRO disclaims all liabilities that may arise as a consequence of any unauthorised use of the User’s financial information and/or identity, including, details relating the Payment Options.

5. METRO shall not be held responsible and shall not assume any liability in respect of any loss or damage suffered by a User owing to:
 - lack of authorisation for any transaction, including such transactions carried out on gift cards and vouchers issued to User(s) as a part of METRO's promotions.
 - exceeding of the credit/debit limit mutually agreed between the User and the issuing bank.
 - any payment issue arising out of technical glitches occurring during a transaction.
 - declination of transaction for reasons beyond METRO's control.

6. METRO reserves the right to impose limits on the number of transactions a User may undertake over the METRO Wholesale Platform. Should the User exceed such transaction limits imposed by METRO, METRO reserves the right to refuse to process such transactions. METRO may refuse to process transactions emanating from User(s) who have suspicious or questionable transaction history on the METRO Wholesale Platform. Should METRO be dissatisfied with the credibility of a User or the genuineness of a transaction carried out on the METRO Wholesale Platform, METRO shall have the right to reject such transactions. METRO may also choose to delay the dispatch of Products purchased by such User or cancel the entire purchase at its sole discretion. The User agrees that METRO shall not be liable for any damage, interests or claims resulting from METRO's decision to not process a transaction or delay in the processing of a transaction on account of a User's suspicious activity on the METRO Wholesale Platform.

All the Products listed on the METRO Wholesale Platform are including all applicable taxes. You will be responsible for payment of all fees/costs/charges associated with the purchase of Products from us and you agree to bear any and all applicable taxes including but not limited to service tax, GST, duties and cesses etc. Despite METRO's best efforts, there may be instances of inadvertent mispricing of Products on the METRO Wholesale Platform during or after the process of purchase of Products has been carried out by the User. While thorough processes of verification are carried out prior to the publication of Product prices on the METRO Wholesale Platform, errors and discrepancies arising out of technical glitches and time lags is unavoidable.

7. To enable User to make payments for purchasing Products on the METRO Wholesale Platform, in addition to this FP Policy, User's bank, applicable financial institution and/or card issuing association may be applicable. The User's bank, financial institution or card issuing association may decline or prevent the User from making electronic payments for buying the Products on the METRO Wholesale Platform and METRO does not control the same and hence, shall not be at any point in time be held liable.

8. METRO may, from time to time contract with third party payment service providers including banks, to open nodal bank accounts under applicable Indian laws. This will be done to facilitate the payments between User(s) and other third parties, apart from METRO. These third parties may include other service providers including payment aggregators, prepaid instrument providers, courier and logistic service providers etc. Upon successful delivery of the products purchased by you through the METRO Wholesale Platform, METRO shall initiate payments to third party service providers.

9. If it is brought to the User's notice that a charge has been created on his/her payment instrument(s) for purchase of Products on the METRO Wholesale Platform and the User is not aware of such purchase on the METRO Wholesale Platform, the User is first, required to verify if his/her family members, friends or business colleagues were authorised to carry out the purchase of Products on the METRO Wholesale Platform. If, despite this, the User continues to be unable to identify the charge created on his/her payment instrument(s) for purchase of Products on METRO Wholesale Platform, the User may report such unauthorised purchase to us within 24 (twenty four) hours from the date on which the unauthorised purchase was carried out on the METRO Wholesale Platform in order to enable METRO initiate investigations.

The 'cash on delivery' payment option allows Users to make a cash-only payment to our delivery executive or logistic partner at the time of delivery of the purchased Products to the User. Presently, we offer a maximum order value of INR 20,000 (Indian Rupees Forty Thousand) per order under the cash on delivery payment option. Under no circumstances the total order value cumulatively be more than INR 40,000 under cash on delivery. METRO reserves the right not to provide cash on delivery payment option for certain Products (these could be Products specified by METRO or Products with value exceeding a specified amount) or locations. User(s) are required to peruse and accept the terms set out under the Return Refund and Cancellation Policy which sets out the terms of refunds for transactions carried out using the cash on delivery payment option. Further, in case of 'cash on delivery' mode of payment, the User should pay and not hold any cash for the past disputes. Any such past dispute has to be raised through appropriate channel/ customer support mechanism at the appropriate time.

CUSTOMER SUPPORT TEAM:

Any queries or concerns relating to the Fees and Payment may be directed by you to our customer support team who can be contacted at:

[Merchant Care Support Number – 1860 266 2010](tel:18602662010)

[Merchant Care Support email – wecare@metro.co.in](mailto:wecare@metro.co.in)

If your query is not resolved by our Customer Support team within 7 (seven) working days, please reach out to Grievance Officer.

Name: Sini Sugunan

E-mail: headcustomerservice@metro.co.in

METRO WHOLESALE DELIVERY AND SHIPPING POLICY

1. GENERAL

- 1.1 This delivery and shipping policy ("**Policy**"), together with the Terms sets out our policies and procedures towards delivery and shipping of Products purchased on the METRO Wholesale Platform.
- 1.2 We aim to provide the best customer experience for you by tying-up and partnering with leading logistics service providers to handle your order in the best possible way and to ensure that you have a hassle-free experience in receiving the Product that you have ordered from the METRO Wholesale Platform. We make all commercially reasonable endeavours to ensure that the Products are delivered to you in a timely fashion.
- 1.3 By agreeing to use the METRO Wholesale Platform and/ or purchasing a Product on the METRO Wholesale Platform, you agree to be bound by the terms of this Policy without modification. We encourage you to read and understand the terms of this Policy every time you visit the METRO Wholesale Platform. If you do not agree to the terms contained in this Policy, you are advised not to use, access or transact on the METRO Wholesale Platform.

2. TERMS OF SHIPPING AND DELIVERY

- 2.1 We partner with third party logistic service providers in order to effectuate Product shipping and delivery to you ("**Logistic Partners**"). The estimated timeline shall be notified to the user on the order confirmation page displayed at the time the order is confirmed by us. The Products may be delivered as per the promised (estimated) delivery date and the User may check the delivery status in "My Order" page. You agree and understand that though we effectuate Product delivery to the Users through our Logistic Partners, we reserve the right to ship and deliver the Products on our own without engaging any Logistic Partners or third-party service providers.
- 2.2 You agree and understand that though we endeavour to ship and deliver our Products all across India, we may, in our sole discretion determine a select list of areas which are unserviceable for delivery of Products. We or our Logistic Partners do not provide shipping and delivery services in such unserviceable areas and may not process your orders on the METRO Wholesale Platform in such cases. In the event an area has been deemed unserviceable by us, we shall notify such user at the time of placing an order for purchase of Products on the METRO Wholesale Platform. You may also verify whether an area is unserviceable for deliveries by us by entering the relevant area pin-code on the METRO Wholesale Platform.
- 2.3 You agree and acknowledge that to effectuate timely delivery of the purchased Products to you we may inquire or collect specific information like your name, shipping address, billing address, landmarks, contact details, etc. You shall ensure

that all information that is submitted by you to us on the METRO Wholesale Platform is true, complete, accurate and sufficient to identify the actual place of delivery. You understand that you shall bear absolute liability in case of any failure by us in delivering the purchased Products due to your failure to provide correct, complete, sufficient and accurate information at the time of placing the order. It is further clarified that we shall not be liable in any manner and at any point in time due to your failure to provide correct and complete information.

- 2.4 We will attempt to deliver the purchased Product to your designated address within the estimated timeline of delivery notified to you and only 1 attempt will be made to deliver the Product. We further reserve the right to deduct the shipping and delivery charges borne by us while processing any refunds subsequent to such cancellation, if any.
- 2.5 While we make reasonable endeavours in ensuring that purchased Products are delivered to you in a timely manner and within the timeline notified to you, you accept and acknowledge that the delivery may be delayed on account of:
- (a) Logistical issues beyond our control;
 - (b) Unsuitable weather conditions;
 - (c) Political disruptions, strikes, employee-lockouts, etc.
 - (d) Acts of God such as floods, earthquakes, etc.;
 - (e) Other unforeseeable circumstances.

In such events of delay, we shall make reasonable attempt to inform you by writing to your email ID and/or mobile number registered with us. We disclaim all liabilities that may arise on account of our failure to inform or notify you of delays in the delivery of purchased Products on the METRO Wholesale Platform. Further, we shall be under no obligation to compensate you for any claim that may otherwise arise on account of delay in the shipment or delivery or use of the purchased Products.

The delivery of goods would be subject to your compliance with the payment methods, limits and consent to deductions made thereof.

- 2.6 We endeavour to engage Logistic Partners, employees, agents with the highest regard for ethics and integrity; and behave in a fashion that exudes thorough professionalism, competence and good mannerism. You agree and acknowledge that the actions, inactions of delivery individuals are not in our control, and it is not possible for us to monitor and observe each delivery executive. Since we are merely facilitating delivery of a Product purchased by you, we shall not be liable for any acts or omissions on part of our delivery agents, employees, or personnel and/ or the Logistic Partner or their employees, agents, or personnel including deficiency in service, wrong delivery of Product, time taken to deliver the Product, Product package tampering, etc. For the sake of abundant clarity, it is stated that any ill-mannerism, impoliteness, discourtesy or offensiveness shown by our delivery executives or the employees, agents, personnel of the Logistic Partners is beyond our control and any issue arising between you and our delivery executive or an employee, agent, personnel of the Logistic Partner will have to be resolved by the

you, independently. You agree and acknowledge that you will not hold us responsible or require us to settle, mediate or resolve any disputes between you and the delivery personnel delivering the Products to you.

- 2.7 We reserve the right to charge or collect shipping fees on Products from time to time. Shipping charges may vary based on the value of the Product, type of Product, area of delivery, payment mechanism, etc. You agree that we are authorized to collect, on behalf of the Logistic Partner, the shipping and delivery fees for the delivery service provided by the Logistic Partner. In the event we charge a shipping fees for the delivery of a purchased Product, such shipping fees will not be refunded by us pursuant to any return request raised by you. However, we may make exceptions and refund the shipping fees in the event a defected, damaged, deficient or incorrect Product (for reasons attributable to, and accepted by us after due verification in our sole discretion) has been delivered. You acknowledge and accept that the title and risk of all Products ordered by you shall pass on to you upon the delivery of the purchased Products to you.
- 2.8 Return of purchased Products are facilitated through our reverse-Logistics Partners. On receipt of request for return of Product on the METRO Wholesale Platform and the same being duly acknowledged by us, our reverse-Logistics Partners shall get in touch with you in order to collect the purchased Products from you. We process returns and exchanges of purchased Products in accordance with our Cancellation, Return and Refund Policy.

3. CUSTOMER SUPPORT

Any queries or concerns relating to the shipping and delivery of Products as per this Policy may be directed by you to our customer support team who can be contacted at the below mentioned details:

Merchant Care Support Number - 1860 266 2010

Merchant Care Support email – wecare@metro.co.in

If your query is not resolved by our Customer Support team within 7 (seven) working days, please reach out to Grievance Officer.

METRO WHOLESALE PRIVACY POLICY

We take your privacy very seriously and so should you. Our privacy policy (“**Privacy Policy**”) aims to provide transparency about what we are doing with your personal information and how we are keeping it safe, in a clear, concise and easily comprehensible manner. So do read them and check in regularly for updates as the latest version always applies.

1. **What does this Privacy Policy cover?**

This Privacy Policy applies to all the users (“**you**” or “**your**”) of METRO Wholesale Platform as well as features or services offered on METRO (“**Service**”).

It describes how METRO Cash and Carry India Pvt. Ltd. (“**METRO**”, “**we**”, “**us**” or “**our**”) collect and handle your personal information (including sensitive personal data or information) when you use METRO or our Service.

Specifically, this Privacy Policy tells you:

- What information we collect about you and how;
- How we use that information;
- How we protect your information;
- What information we share with others;
- What choices you have about your information.

Please read this Privacy Policy together with these Terms for Use of METRO Wholesale Platform since those terms also govern your use of METRO. In some cases, we may provide additional privacy policies specific to certain products, services, practices, or regions. Those terms are to be read in conjunction with this Privacy Policy.

Your use of METRO or our Services signifies your consent to the terms and privacy practices mentioned under this Privacy Policy. So, it’s important that you read and understand this Privacy Policy before you start using METRO or our Services.

You need to be 18 (twenty-oneeighteen) years of age or above to use METRO or avail Services. In case you are a minor, then please do not share any personal information with us without having your parent or legal guardian to accept this Privacy Policy.

We assume no liability or responsibility for disclosure of your information due to errors in transmission, unauthorized third-party access, or other causes beyond our control. You play an important role in keeping your personal information secure. You should not share your username, password, or other security information for your account with anyone. If we receive instructions using your username and password, we will consider that you have authorized the instructions for such use.

2. **What's not covered in this Privacy Policy?**

METRO or our Services sometimes link to services run by other companies' services. Privacy practices of such companies are not in our control and are described in their own separate privacy policies. So remember that the information you give them will follow their privacy policies and not ours. We encourage you to be aware when you access such third parties' sites and services and to read their privacy policies. Also, sometimes you can access our Services from other places and sites, like a METRO YouTube page. Make sure to check their privacy policy so you know how they will use your information.

3. **What information we collect about you and how?**

We collect information from you when you use METRO and our Services. Some of this information is provided by you directly and we collect some of this information automatically. We may also receive your information from third parties. The information we collect depends on what you are doing on METRO and the privacy choices you make. Please read on to know more.

Please remember that you have a choice when it comes to the data you share. So, you may decline to provide your personal data, when we ask you to. You can of course scroll through METRO without telling us who you are. However, you may not be able to use a particular Service if such Service requires you to provide personal data and you have chosen not to provide such data. For example, we will not be able to fulfil your order, if you choose to not provide us with your delivery address or other required data.

(a) Information that you give us

We have listed out some of our Services which require you to give us information directly. Such instances are:

- (i) When you create or register a new account on METRO, or update your profile or settings on your existing METRO account, you will provide us with your information such as your name, email address, phone number, delivery address, etc.;
- (ii) When you create self-sign up on METRO, you will provide us Identity Proof including, Voter ID, Driving License, Passport, mobile number, Pan Card etc, Proof of Business including Business category, date of incorporation, ownership type, address, Business Legal Name, Business Shop name, GST Details, Establishment certificate, sales data, licenses procured (FSSAI and Trade license), latitude and longitude of your shop etc.
- (iii) When you transact on METRO or make a purchase or initial return, exchange, refund or cancellation or pay for a Service you will provide

us with information such as details about the delivery, your bank account and credit card details, billing address, credit verification and other financial information, as well as your contact and communication records;

- (iv) When you communicate with us for assistance by phone, email or otherwise, we ask for some personal information like your name, phone number, product information, delivery time, contact and communication records;
- (v) When you provide your personal information under any other circumstances, such as when you participate in promotional, or marketing activities organized by us, when you post a public review/feedback on METRO, or participate in an online survey conducted by us; and
- (vi) You will provide us additional documents such as GST Certificate, FSSAI License (Food and Safety Food Safety and Standards Authority of India License), Trade License, RTO Permit / Registration certificate, Certificate for registration / Trade License by Local or State or Central Government., Registration certificate issued by Excise / Custom department, Distributor's bill (top distributor only) / Regional Transport Office Permit / Registration Certificate.

(b) Information that we collect automatically

We may access certain data on your device through your use of METRO. Some data gets collected automatically, such as the browser or device type, unique device identifier (such as device ID or an IP address), your activity on METRO (such as the content you view, mouse movements, mouse clicks, taps, swipes, your preferences, frequency of usage and the like), your locational data including location information provided by your device interacting with METRO including through beacon technologies, or associated with your IP address or other online or device identifier and the like. In some cases, we collect this data through cookies, pixels, tags, and similar tracking technologies that create and maintain unique identifiers.

We recommend you read the permissions section of METRO before you download to exactly understand the type of data it will capture. For instance, METRO may require your permission to enable it to find the location of your device, camera usage, microphone access, mount and un-mount file systems, etc.

(c) Information that we collect from other sources

We may collect your information and documents from our official METRO agent, METRO agent may collect your details and documents for further verification in person and shall share the data with us.

4. **How we use your personal information?**

We need to tell you the reason why we collect your information. It must relate to the Service that we provide you and collection is of course, a necessity. This is known as “lawful purpose” under law. We collect your information after complying with the applicable laws and the privacy choices that you have made on METRO, for the purposes mentioned below:

- (i) to validate and process your request for the Services on METRO;
- (ii) assist merchants or our business partners to handle and fulfil your orders or requests and establish communications with you;
- (iii) to personalize the Services and give you a better experience on METRO;
- (iv) to assist you to determine which Services/products best meet your needs;
- (v) to facilitate our internal business operations, including the fulfilment of any legal and regulatory requirements;
- (vi) to provide you with recommendation about Services/products tailored to your tastes, based on your use of METRO;
- (vii) to provide you with marketing communications and advertising that we believe may be of interest for you or that you may have opted for. By providing consent and/or verifying your contact number with us, you agree to receive promotional and advertising communications (through call, SMS, email or other digital and electronic means) from us even if your mobile number is registered under the DND/NCPR list under the Telecom Commercial Communications Customer Preference Regulations, 2018. You may opt-out of receiving promotional and advertising communications from us at any time by following the instructions in those communications or contacting our grievance officer;
- (viii) resolve disputes or troubleshoot problems;
- (ix) detect and protect us against error, fraud and other criminal activity;
- (x) enforce our terms and conditions;
- (xi) to analyze, research and innovate; or
- (xii) as otherwise described to you at the time of collection.

5. **What information we share with others?**

We will not sell your personal information. However, we do share your information with others for the purposes mentioned above.

We may disclose personal information to our affiliates who will look after your information as if we were handling it directly and we make sure they your information safe just like how we keep it safe with us. We will share with them only such personal information that is required to complete any transaction or provide any product or Service you have requested.

We may disclose your personal information to our affiliates or third parties when it is necessary to perform services on our behalf or on your behalf, to provide advertising and promotional services, to provide search results and links (including paid listings and links), or to provide customer service, etc. These entities and affiliates may market to you as a result of such sharing unless you explicitly opt-out. We may also disclose personal data as part of a corporate transaction such as a merger or sale of assets.

We may also disclose the information shared by you, to third parties (including financial institutions or banks) pursuant to credit facilities availed by you, or proposed to be availed by you. We may disclose your financial information to third party payment service providers or banks to enable the operation and settlement of payments.

Please note that some of our Services include links to or otherwise enable you to access products or services of third parties whose privacy practices are different from ours. If you provide personal data to such third parties, your data will be handled as per their privacy policy and not ours.

We may also share your personal information with third parties or law enforcement agencies if we have to do so under the applicable law or enforce our Terms of Use or rules or when we believe that there is a need to protect you or other people from any harm.

6. **How long will we keep your information?**

We will hold your information for as long as necessary for the purposes that we have mentioned above, or law permits us to retain. We will not hold your information longer than that and delete it in a safe and secure manner.

7. **What choices you have about your information?**

Remember, you have the ability to control your personal information. You can ask us to correct anything that you think is wrong with the personal information we have on record about you. Of course, we might need you to give us a few more details, such

as which part needs an update, why you feel so, what identification documents you have (so that we know you are who you say you are), etc. Despite our best efforts, if we can't fulfil your request, we will get back and explain the reasons why (for instance, if you have not given what is required).

You have a right to change your mind and ask us to stop using your information. However, if you do so, you may no longer be able to use a particular Service if such Service requires your personal information. If collection of personal information is mandatory, we will try making that clear at the time of collection so that you know.

8. **How do we protect your personal information?**

Security of your data is of utmost importance for us. We have adopted security measures that are in line with industry standards to protect the personal information you provide, and to prevent unauthorized access, public disclosure, use, modification, damage or loss of the data. We take all reasonable and practical steps to protect your personal information, such as International Standard IS/ISO/IEC 27001 on Information Technology Security Techniques Information Security Management System-Requirements to protect your personal data and actively pass relevant security and privacy protection certifications.

However, please be informed that, despite our best efforts, no security measures are perfect or impenetrable. So, if you have any concerns that your METRO account or personal information has been put at risk, for example if someone could have found out your password, please get in touch.

9. **How do you find out changes to this privacy policy?**

We may need to change this Privacy Policy for keeping our privacy practices attuned with new technologies, industry practices, and regulatory requirements or for other purposes. If we make important changes and law requires us to let you know, we will do exactly that. It might be an email, a notice on METRO or other communication modes that law allows. If you are not fine with such changes, then you can always stop using METRO, delete your account and stop giving us any more personal information that you are not comfortable with. We would be sorry to let you go but remember that your choice matters to us.

10. **How can you contact us?**

Queries and Complaints:

We are committed to protect your personal information collected and processed by us and look forward to your continued support for the same. In case of any feedback or concern regarding protection of your personal information, or any privacy-related feedback or concerns you may contact mccingrievancecouncil@metrorrl.com

We are here to help you, always. So, if there are any questions or complaints about this Privacy Policy and your personal information, please feel free to get in touch with our Grievance Officer at the details provided below:

Name: Rajiv SK

E-mail: mccingrievancecouncil@metrorrli.com

Address: Survey No. 26/3, 'A' Block, Industrial Suburbs,
Subramanyanagar, Ward No.9, Bangalore-560055 INDIA

We will try to resolve your complaint/ request expeditiously and get back to you within one month. Of course, this also means that we get what we need from you for processing your request or complaint in a timely manner.