

## **TERMS & CONDITIONS FOR PURCHASE OF MEDICAL DEVICES (INDIA)**

These Terms and Conditions (“Terms”) govern the purchase of medical and surgical devices (“Products”) through this website (“Platform”). By accessing, ordering, or purchasing from this Platform, you (“User”, “Buyer”) agree to be bound by these Terms.

### **1. ELIGIBILITY TO PURCHASE**

1.1 The Products available on this Platform are restricted medical devices (Class B) regulated under the Drugs and Cosmetics Act, 1940 and the Medical Devices Rules, 2017.

1.2 By placing an order, you represent and warrant that:

- You are a qualified and registered healthcare professional, OR
- You are a hospital, clinic, or authorized medical institution, legally permitted to procure and use such devices in India.

1.3 The Platform reserves the right to verify credentials and may approve or reject orders at its sole discretion.

### **2. PRESCRIPTION & AUTHORIZATION REQUIREMENT**

2.1 Certain Products may require a valid prescription, clinical justification, or institutional authorization.

2.2 By placing an order, you confirm that:

- You possess all required prescriptions/authorizations
- You will provide such documentation upon request

2.3 The Platform may:

- Request supporting documents
- Delay or cancel orders pending verification

### **3. PERMITTED USE OF PRODUCTS**

3.1 Products sold on this Platform are intended strictly for medical or surgical use by qualified professionals.

3.2 You agree that:

- Products will be used only for legitimate clinical purposes
- Products will not be used by unqualified individuals

#### **4. RESTRICTION ON RESALE & TRANSFER**

4.1 You shall not resell, redistribute, or transfer the Products to:

- Unauthorized individuals
- Non-medical users
- Any entity not legally permitted to use such devices

4.2 Any unauthorized distribution shall be considered a material breach of these Terms.

#### **5. TERRITORIAL RESTRICTION (INDIA ONLY)**

5.1 All Products sold are intended for use within the territory of India only.

5.2 You agree that you shall not:

- Export
- Carry abroad
- Courier internationally
- Gift or transfer to any person outside India

5.3 You shall comply with all applicable import/export and customs laws of India.

#### **6. USER DECLARATION & UNDERTAKING**

By placing an order, you expressly declare that:

- You are authorized to purchase and use prescription-only medical devices
- The purchase is supported by valid medical need or authorization
- The Products are for your own professional or institutional use only
- You will not misuse, illegally distribute, or export the Products

## **7. VERIFICATION & COMPLIANCE**

7.1 The Platform reserves the right to:

- Request identity, qualification, or registration proof
- Verify prescriptions and documents
- Reject or cancel orders without liability

7.2 Failure to provide valid documentation may result in:

- Order cancellation
- Suspension of account

## **8. LIABILITY FOR MISUSE**

8.1 You acknowledge that any misuse of Products, including:

- Use without authorization
- Sale to unauthorized persons
- Export outside India

may result in civil and/or criminal liability under applicable laws.

8.2 You agree that you shall be solely responsible for any such violations.

## **9. LIMITATION OF SELLER LIABILITY**

9.1 The Platform relies on the User's declarations made at the time of purchase.

9.2 The Platform shall not be liable for:

- Misuse of Products

- Unauthorized distribution
- Non-compliance with legal requirements by the User

9.3 Any false declaration by the User shall fully indemnify and absolve the Platform from liability.

## **10. INDEMNITY**

You agree to indemnify, defend, and hold harmless the Platform, its owners, directors, and affiliates from any claims, damages, penalties, or legal actions arising from:

- Breach of these Terms
- Misuse of Products
- Violation of applicable laws

## **11. GOVERNING LAW & JURISDICTION**

These Terms shall be governed by the laws of India.

Any disputes shall be subject to the exclusive jurisdiction of the courts located in Mumbai, India.

## **12. MODIFICATION OF TERMS**

The Platform reserves the right to update or modify these Terms at any time without prior notice. Continued use of the Platform constitutes acceptance of such changes.

## **13. CONTACT INFORMATION**

For any queries or compliance-related communication, please contact:

Veol Medical Technologies Pvt Ltd.  
A - 747, Near Pavan Bus Stop, MIDC Pawane,  
TTC Industrial Area, Koparkhairane, Navi Mumbai 400705, Maharashtra, India.  
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## **ACKNOWLEDGEMENT**

By proceeding with the purchase, you confirm that you have read, understood, and agreed to these Terms and Conditions.