



# Terms and Conditions

Document Owner: Kapruka Holdings PLC

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## Kapruka.com – Terms & Conditions

### 01. Introduction

Kapruka.com (Private) Limited, hereinafter referred to as Kapruka is an e-commerce company that serves customers across the globe, with Sri Lanka being the primary jurisdiction of operation. This user agreement governs the use and access of the www.kapruka.com site, its sub domains and mobile app. By accessing the Kapruka services, you agree to be bound by this user agreement. Kapruka reserves the right to amend, modifies, omit and add to this user agreement without prior notification and it is deemed to have been thus updated once published online.

### 02. Definitions

User - Any party that accesses, browses, purchases from Kapruka (may be referred to as you in the document) Customer - The party that makes a payment for an order Recipient - The party that receives the item ordered by a customer, in the event that the customer is not ordering for him/herself

### 03. User Account

#### 3.1 Privileges of the User Account

In order to avail you of certain services and to be eligible for Kapruka loyalty points, users can register for a Kapruka User Account. The registration of such an account is based on the email address and Kapruka would not be able to reassign such points or previous order details from other user accounts.

#### 3.2 Confidentiality of the User Account

The user name, password and any other sensitive information need to be kept confidential. The responsibility of any unauthorized use of your account or its details will be borne by you and Kapruka will not assume any liability for auctioning the instructions that come via the logged in user account without any further verification.

## **04. Permissible to Access the Site**

As per the governing laws of one's country, one should be legally permitted to access an e-commerce site and enter in to contractual agreements. By accessing the site, you confirm that you are 15 years or older and are shopping for personal purposes only.

## **05. Use of the Site**

The Kapruka site, its sub domains and app shall not be used for any fraudulent purpose or for spreading of viruses. It should not be used to test cards or for money laundering.

## **06. Purchases**

All purchases should be for self or for a known party. In the event you are acting as an agent for another, there has to be an established connection or contractual obligation between yourself and the person on whose behalf you are acting.

## **07. Payments for Purchases**

### **7.1 Methods of Payment**

There are multiple payment methods which can be chosen. One must always use one's own card or other payment mechanism to settle the due amounts to Kapruka.

### **7.2 Receipt of Payment**

For orders where the payment has to be made prior to the delivery (all orders except, cash on delivery orders), Kapruka will not action the order until the full payment is duly made. Kapruka will not be responsible for any delays in processing due to a delay in payment.

### **7.3 Payment Disputes**

In the event of a dispute in the payment, Kapruka reserves the right to take actions of recourse, including but not limited to recovering the amounts from the recipient of the order.

## **08. Product Variations**

There could be variations in the colors and design in the actual product when compared to the product displayed on the site.

## **09. Out of Stock Items**

There could be rare instances where the product you require is not available at the time of fulfilment. In such cases Kapruka reserves the right to substitute with a similar product or notify you and discuss possible alternatives.

## **10. Product Notes and Tags**

Users must mandatorily pay attention to the notes and tags on the site which provide important details of the deliverability, lead time and limitations of certain products. Kapruka will not be liable to action or meet the expectations in the event any orders are placed without considering such published information.

## **11. Deliveries**

### **11.1 Delivery Time**

Kapruka is unable to guarantee a specific time of delivery but will endeavor to ensure that all deliveries are completed before 05.30 pm every day. In the event of a delay, a Customer Care agent will be in touch with the recipient to inform of the delay.

### **11.2 Specific Delivery Time**

In the event a specific time of delivery is required, such as 12 midnight for a surprise, it might be possible depending on the volume for the day and the distance. However, there is a charge associated with such special deliveries and the rate could be anything from 1.5 times the amount of the usual delivery to the said address. Users should contact the Kapruka hotline to make arrangements for such deliveries.

### **11.3 Repeat Deliveries**

In the event the recipient of a product is not available on the given date when we call over to deliver, Kapruka reserves the right to charge for the subsequent delivery. In the event that the item/s is/ are damaged during the repeat delivery attempt, Kapruka may not be able to replace same at no cost. If the item is not in deliverable condition, Kapruka reserves the right to charge for the item as well.

## **11.4 Restricted Geographical Locations**

Kapruka may not be able to deliver all the products published to all parts of the country due to quality or serviceability related issues.

## **12. Partner Deliveries**

Certain orders maybe delivered by our business partners. The responsibility of the quality of the delivery lies with our business partners, however, we will intervene in the event of an issue.

## **13. Third Party Sourced Products**

In the event of an order for a product sourced from a third party, we would have to abide by their processes and may not be able to expedite or make changes to the published product.

## **14. Order Acceptance**

It is the customer's responsibility to ensure that there is a party available to accept the order at the point of delivery.

## **15. Order Cancellation**

Orders may be cancelled by the customer only. Further, only orders where processing has not commenced can be cancelled. In the event the order processing has commenced, Kapruka reserves the right to refuse cancellation completely or agree to a cancellation where you will receive only a partial refund. Any production or purchase costs incurred at the time of receiving the cancellation request would have to be recovered from the customer.

## **16. Order Refusal**

### **16.1 Order Processing**

In the event that your order is refused by the recipient due to any reason other than a damage in transit, Kapruka will not be liable for the costs incurred by you. Such orders will be considered closed no sooner they are refused by the recipient. If you wish to consume the product, you may call over at the Kapruka Head Office within the day to collect the item, but Kapruka does not assume responsibility for its condition at that point.

## **16.2 Refunds for Refused Orders**

In the event the order is refused, the party that placed the order will not be entitled to a refund. In the event of the ordered item being a non-perishable product of a particularly high value, the party that placed the order may request for a refund review. In such instances, Kapruka will review the request and refund such monies after taking in to consideration all expected and unexpected costs and after deducting a processing fee of a minimum of 3% of the product value.

## **17. Value Added Services**

The options to pay cash on delivery, obtain warranties, have customisations done for products would be at the discretion of Kapruka.

## **18. After Sales Service**

### **18.1 Defective/ Damaged Items**

If the item is defective, it should be reported within 02 days of receipt of the product. Such complaints should be directly lodged through the Kapruka hotline. Upon receipt of the complaint, Kapruka will arrange to collect and scan the product. In the event that it is revealed during the quality scan that the product has been tampered with or misused, thus causing the defect, there will be no compensation provided. However, if the item is found to be defective, a replacement/ similar product/ refund will be offered.

### **18.2 Returning of Items**

In the event that you wish to return an item for any reason other than a defect/ damage, Kapruka reserves the right to refuse acceptance of such returns. Should you wish to make a complaint, such complaints should be directed to the Kapruka hotline.

## **19. Force Majeure**

The occurrence of an event which materially interferes with the ability of a Party to perform its obligations or duties hereunder which is not within the reasonable control of the Party affected or any of its Affiliates, and which could not with the exercise of Diligent Efforts have been avoided ("Force Majeure Event"), including,

but not limited to, war, rebellion, earthquake, fire, accident, strike, riot, civil commotion, act of God, inability to obtain raw materials, delay or errors by shipping companies or change in Law, shall not excuse such Party from the performance of its obligations or duties under this Agreement, but shall merely suspend such performance during the Force Majeure Event. The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event and shall provide the other Party, from time to time, with its best estimate of the

duration of such Force Majeure Event and with notice of the termination thereof. The Party so affected shall use Diligent Efforts to avoid or remove such causes of non-performance as soon as is reasonably practicable. Upon termination of the Force Majeure Event, the performance of any suspended obligation or duty shall without delay recommence. The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Agreement.

## **20. Governing Law**

This Agreement shall be governed by and construed in accordance with the Laws of Sri Lanka and in the event any dispute or difference arising between the Parties in connection with or arising out of this Agreement such dispute or difference shall first be discussed among the Parties in a spirit of mutual co-operation. In the failure to resolve any disputes the aggrieved Party shall have the right to pursue and/or initiate action in a court of competent jurisdiction within Sri Lanka.