

1. The term mNm referred here in after shall mean MACHINE N MOTOR which is the name of the Online Trading Portal created and owned by the company M/s NAREN MACHINE INDIA PRIVATE LIMITED, (hereinafter called the Company) a Company Incorporated in India under the Companies Act, 2013 under Rule 18 of 2013 issued by Registrar of Companies, Ministry of Corporate of Affairs, Government of India.

2. mNm is an Online Trading Portal (Also known as E-Commerce Platform) created to facilitate the registered vendors to exhibit and market their products through Naren Machine India Private Limited.

3. The Vendor herein means and includes Manufacturers, Dealers, Sub-dealers and traders of all types of Machinery, Motors, Pump sets, Generators, , Parts of Machinery and Accessories there of including the Vendors for providing services like installation and servicing and maintenance of products which are marketed thru mNm Portal.

4. The aspiring Vendors who wish to enroll with the Company in the mNm Portal shall get themselves registered by paying a non-refundable registration fee as mentioned in the application form. The registration fee charged shall be for the period of one year from the date of registration and shall be renewed every year at such fee or charges which the Company decides from time to time. Charges for subsequent years shall be as per the then prevailing rate, which may be higher than the current charges. The registration fees mentioned above is inclusive of GST. Once the application is approved, the company shall raise a valid GST invoice towards collection of registration fee. The cheque, DD or online transfer, in respect of registration fees, shall be made in favor of NAREN MACHINE INDIA PVT LTD. Pursuant to the signing of this Proforma Invoice, I hereby allow mNm to make commercial calls to my mobile number(s) and organization contact number(s). This declaration will hold valid even if I choose to get my numbers registered for NDNC at any future date

5. The Company shall collect charges as a percentage, in the form of commission from the Vendors on the sale value of their products(basic value). The commission rates are as follows : a) On all kinds of motors, pumps, genset, engine and compressors @ 3%. b) On all kinds of machinery @ 5%. c) Any spares @7. 5%.

6. As per the RBI guidelines, the company has opened NODAL ACCOUNT for managing the fund transfer to the vendor. The amount received from the Customer will be transferred to the nodal account. Once the transaction is completed, the payment will be made through nodal account to vendor's bank account, after deducting company's commission plus GST on such commission, TCS towards GST at the applicable rate on basic sale value. The company shall raise valid GST invoice towards commission so deducted. Also company shall issue TCS certificate towards TCS so collected under GST Act.

7. The Vendors shall provide warranty and/or guarantee to the customers for their products and/or services sold. The Company or the Company's mNm Portal shall not provide any guarantee or warranty for the products sold on their portal and shall not be liable for any damages.

8. The Vendors shall be responsible for any or all the manufacturing defects or damages of the products sold by them on mNm portal. The cost of transportation and other related charges for transporting the defective or damaged products shall be borne by the Vendor himself.

9. Vendors who intend to register with the mNm portal shall compulsorily provide their Company Name, Registered Office and branch addresses, Permanent Account Numbers (PAN), GST number and any other registration details such as ISO and ISI certifications.

10. The Vendor shall provide brochures or details of the products sold through mNm portal to the customer. The Vendor shall provide the support of qualified and experienced mechanics or engineers to the customers when required and all such cost for providing the services shall be collected from the customers directly.

11. The price for the products, goods or services sold through mNm portal shall be fixed by the Vendors themselves and any changes in the prices shall be reported to mNm portal immediately on such changes. The price so fixed by the Vendor shall also include VAT or GST or Service Tax as applicable.

12. The Vendor shall ensure and adhere to the terms of packing the products/goods as per the requirements.

13. The Vendors shall sell the same products with the same price tag and description which are displayed in the mNm portal. In the event of different or wrong product supplied by the Vendor to the customer then the expenditure for bringing it back and resupply shall be borne by the Vendor themselves.

14. In the event the Vendor getting an export order for supply to country outside India the Vendor shall adhere to all the export formalities themselves.

15. If the Vendor wishes to make any special promotion sale or discount sale through the mNm portal the value of discounts offered to the customer shall be borne by the Vendor themselves.

16. The Vendors shall supply the orders received though the mNm portal without any delay and any cost incurred due to such delays shall be borne by the Vendors themselves.

17. The mNm portal shall provide its telephone numbers to facilitate the vendors for the requirements of the customers and the portal shall forward the customer's requirements to the Vendors and act as a bridge between the customer and the Vendor.

18. mNm portal shall help the vendors by educating the customers about the products sold in their portal and shall put all its efforts to maximise the business of the Vendors.

19. The Vendors shall upload the photographs and/or videos of their plant, machinery and all the products in which they are dealing with in a proper manner. In the event of any wrong product or information uploaded by the Vendor he shall be held responsible and shall face any or all the repercussions due to wrong information or material upload under the appropriate law for the time being in force and mNm portal shall in no way be held responsible.

20. When the customer makes an order for purchase through the mNm portal based on the photos or videos provided by the Vendor and the actual product supplied by the Vendor differs from the one which is uploaded in the portal the mNm portal has all rights to reject such supply.

21. In the event of the Vendors not adhering to any law, such as consumer protection law, Indian penal code or any other law for the time being in force in India, the mNm portal reserves the right to remove the Vendor or de-list the vendor immediately without any notice to the Vendor.

22. In the event of any dispute between the Customer and the Vendor for any reason mNm portal shall not be responsible and all such disputes to be handled by the Customer and Vendor themselves at their own cost.

23. The goods or products ordered by the customer through the mNm portal shall be delivered by the Vendor to the pre-determined or nominated transporter of the mNm portal at their cost.

24. All or any dispute between the mNm portal and the Vendors or the Customers shall be tried in the Jurisdictional Courts of Bangalore only.

25. You indemnify mNm of all claims, conflicts or legal proceedings arising out of all information, date, text, software, music, sound, photographs, graphics, videos, messages or any other material (content) posted by you on mNm portal or privately transmitted. You undertake the sole responsibility to take necessary actions under such circumstances. This means that you, and not mNm, are entirely responsible for all content uploaded by you on mNm portal, posted or transmitted via the service.

26. You are responsible for ensuring that material uploaded by you on our mNm portal (hosted by mNm) complies with National and International Laws

27. In order to ensure excellent customer service, your calls may be monitored or recorded.

28. mNm reserves the right to add or change the above terms and conditions as and when required without giving any prior notice or assigning any reasons thereof and it is your responsibility as a user to refer to the terms on accessing this service. Changes made by us will be deemed to have been accepted, if you continue to use the services thereafter.