

TERMS AND CONDITIONS FOR SALE

The terms and conditions below form part of the contract between us ("Rodevra", "we", "us") and you ("customer", "you"). These terms and conditions apply to the purchase of Rodevra Artwork (herein "the Artwork"). By purchasing the Artwork, you are acknowledging and agreeing to the terms and conditions set about below.

I. DEFINITIONS

- a. **Artwork:** Artwork shall comprise a set of figurines, backdrop and base board, audio voiceover on SD Card inserted in provided speaker, written descriptive material and accessories such as ghee diyas, fragrance diffuser using tea light candles, dhoop cones, etc.
- b. **Figurine:** A statuette having a human or animal form
- c. **Limited edition:** The artwork is limited to maximum edition run of 108 sets worldwide. Each edition will be signed by Dnyanraj Mahimkar or any other authorized representative for Rodevra.
- d. **Package:** Package includes the Artwork, Certificate of Authenticity, Installation guide, Handling and Maintenance guide, Brochure and copy of Invoice.

II. PAYMENT AND DELIVERY: The price of the artwork shall be paid in full prior to the delivery of the Package. Payments by cheque shall be valid subject to their realization. If possible our representative shall come for the installation of the Artwork. The Artwork shall be unsealed and unpacked in his presence. In case of non-availability of our representative, or if the customer so desires, then the customer can install / assemble the Artwork with the instructions provided in the instructions manual.

III. REPRESENTATIONS, LIMITED WARRANTIES AND DISCLAIMERS

- i. The Artwork being completely hand crafted from natural, non-toxic materials, any characteristic irregularities therein do not constitute defect.
- ii. The Artwork is been made 100% from clay, hence, it is extremely fragile and therefore should be handled with utmost care. Instructions manual should be read carefully to ensure safe and long use.
- iii. There are some extremely delicate elements in the figurines such as the fingers, arms which need to be protected during installation/ assembly. Any re-packing for the purpose of relocating should be in the original packaging material.
- iv. Accessories such as ghee diyas, fragrance diffuser etc. are third party products and Rodevra disclaims any and all liability, including any express or implied warranties, whether oral or written, for such third party products. These accessories are specifically packaged in Box 6 of the set and include 7 items as listed in the box contents.
- v. A slight fading of the hand painted Artwork is a natural process and shall not constitute defect and shall not be replaced.
- vi. It is suggested that a suitable glass cover or case be made to keep the Art work secure and safe. If not, please refer to instructions manual for ensuring proper care.
- vii. The figurines are small in size and have some pointed elements such as the fingers. They are not safe for handling by children hence handle with care.
- viii. Artworks manufactured and supplied by Rodevra are of a Limited Edition, all figurines, backdrop and base board are individually numbered and these numbers are shown on the Certificate of Authenticity.
- ix. Customers are requested to maintain the sanctity and divinity of the Artwork. We consider that a customer is privileged to be an owner of this set through Divine will and grace and it is not encouraged that this is subsequently sold or traded. However if the set has to be sold under certain circumstances, it is requested that we are informed to maintain an original record of ownership. This is particularly relevant as these sets are of a Limited Edition.
- x. The Artwork is sold only as a set and individual figurines or landscape elements will not be sold individually or separately. Each element or artifact is an integral part of the set and has meaning and content only when it is a part of the set.
- xi. The Artwork does not purport to promote any ideology or beliefs. This is an independent Artwork conceived out of sheer devotion and not intended to influence or hurt any religious beliefs or sentiments.

IV. RETURN AND REPLACEMENT

Considering the nature of the Artwork, it cannot be replaced or returned, except in case of damages. If the figurines in the Artwork are broken or damaged during transit the damaged figurines will be replaced without cost, provided Rodevra is immediately notified in writing. Replacement of the damaged item by Rodevra shall constitute sole and exclusive remedy available to the customer. Any breakage or damage of any of the figurines at the customer's premises can be replaced at a cost, which will be communicated at that time. The number of the figure will be suffixed with an "R" to indicate it as a replacement.

V. OTHER PROVISIONS:

- a. **Force Majeure:** Rodevra shall not be held liable for non-performance if it is unable to perform its obligations due to the occurrence of a force majeure event.
- b. **Ownership of Intellectual Property:** All the intellectual property rights in the Artwork vest in Rodevra. Any unauthorized reproduction, in any form, for private gains is an offence under law and is liable for prosecution. Any showcasing of the Artwork in public places shall require prior written permission of Rodevra and the name of Rodevra shall be specifically mentioned in the credits.
- c. **LIMITATION OF LIABILITY:** IN NO EVENT WILL RODEVRA BE LIABLE TO THE CUSTOMER FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES/LOSSES. RODEVRA'S TOTAL CUMULATIVE LIABILITY TO THE CUSTOMER FROM ALL CAUSES OF ACTION WILL BE LIMITED TO AND WILL NOT EXCEED THE PRICE PAID TO RODEVRA BY THE CUSTOMER PURSUANT TO THIS AGREEMENT.
- d. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of India and the Courts in Mumbai shall have exclusive jurisdiction.