

## **Tiwari Indian SIM Card Purchasing /Booking Terms & Conditions**

The following Terms and Conditions apply to transactions made on the Tiwari web site for all goods and services supplied directly by Tiwari. Please refer to separate Terms and Conditions for transactions made on any of our partners` sites. Tiwari reserves the right to change, alter or otherwise amend these terms and conditions at any time.

Please read these Terms and Conditions carefully and if necessary print a copy for future reference. The placement of an order indicates your acceptance of our Terms and Conditions and we will treat such an order as an offer by you to purchase and pay for the goods subject to these terms.

You are also required to be over 18 years of age to place an order online.

These Terms and Conditions do not affect your statutory rights.

### **Published Prices**

Tiwari reserves the right to make changes to our published prices to reflect any increase in our supplier`s prices, or of any associated taxes or service costs.

We also reserve the right to amend prices if an omission or error was made to the published price for the goods whether or not the order has been confirmed. In this event, you will be informed of any price changes and given the opportunity to cancel your order. All prices on our website are inclusive of GST/sales taxes where applicable. Please note that each network operator also reserves the right to change their tariffs and initial call credits at any time without notice.

### **Accuracy of Information**

Tiwari makes reasonable endeavors to ensure that all information on our website is as accurate and up to date as possible. However, we cannot guarantee the reliability or the accuracy of the information contained within its pages. Due to the dynamic nature of this market, all published prices are subject to change and availability. The utmost care and attention has been taken that the information is correct at time of publishing. Tiwari accepts no responsibility for any errors of omissions on this website.

### **Description of Goods**

Tiwari may provide a wide range of products and services sourced globally. However, it is impractical to attempt to publish detailed technical specifications of all our products. Any specifications (including tariff information) provided on our site are for the sole purpose of giving an approximate description of the goods. In the event a product or service is described incorrectly (including at an incorrect price), we shall have the right to refuse or cancel any orders pertaining to that product or service whether or not the order has been confirmed.

If we cancel such an order, and your payment has been processed, we will issue a credit (to the value of the incorrect price in the case of an incorrectly priced products or services) including any delivery charges.

### **Availability of Goods**

A full refund will be made within 30-days if goods are ordered but are subsequently unavailable from Tiwari.

### **Risk**

Tiwari will only deliver goods to a verified credit card billing address as detailed on the order. From the time of delivery of the goods, any loss or damage to the goods shall be at your own risk. Any transit damage to the goods, shortages or incorrect goods supplied must be noted on the delivery consignment note at the time of delivery.

### **Tiwari Service**

Tiwari can make no guarantee as to network coverage of our SIM products or network availability. This is the responsibility of the local network operator in the country of use, and you must contact them in the event of any network coverage difficulties. No refunds can be given by Tiwari for any network coverage issues. We will make every effort to assist with the activation of a product (where user activation is required) by providing information but we make no guarantee as to the network operators rules regarding the activation procedure and cannot be held responsible for any delays or failure of activation (including any subsequent inconvenience or losses caused as a result). It is also the user's responsibility to enter all PIN and PUK codes correctly and we can not be held responsible for cards that are blocked as a result of entering incorrect codes. In this event you must contact the relevant Network operator directly as Tiwari does not have access to, or maintains a record of, this information. Tiwari endeavor to ensure that information about tariffs and call credits are accurate and our web site regularly updated, however local Network Operators reserve the right to change such information, and therefore Tiwari can not be held responsible for such changes.

### **Handset Compatibility**

It is your sole responsibility to ensure that you have a compatible handset before purchasing the Tiwari SIM. This includes ensuring that your handset is both 'unlocked' and network compatible for India. You indemnify Tiwari from all such responsibilities, and refunds can only be made in accordance with our returns policy as stated in these Terms and Conditions.

### **Postage of SIM's**

All SIM cards are posted (excluding weekends and holidays) within 3-7days of ordering either online, via email or over the phone. If you are departing for India before 3 days , Tiwari may arrange for the SIM card to be collected at your starting hotel in any Indian capital city.

### **Out of Stock**

If your item is out of stock we will contact you with an estimated delivery date. In Australia all SIM's are sent by registered post nationally from Sydney and will require a signature upon delivery. From India, all SIMs are also sent by registered post or courier. Once the goods are dispatched you will be notified via email with your tracking information.

### **Faulty Goods**

If the fault is a result of production we will be happy to have the item returned. You must enclose with the item a letter stating the fault. All refunds will be made directly to the payee. We do not refund postage charges in this case.

### **Damaged Goods**

If your item arrives damaged, you are required to email us immediately with details of the damage. In most cases, you must retain the envelope and any packaging in order for a claim to be made to the courier for damaging your item in transit. Without all packaging material, you will not be entitled to a damaged goods exchange.

Tiwari can take no responsibility for loss or damage to an item once it is signed for by the customer upon delivery by the courier. It is therefore in the customer's best interest to ensure that all packaging is intact and undamaged before signing for a delivery.

Damaged goods must be reported to Tiwari within 7 days of receipt.

Un-required goods must be reported within 7 days from the date of receipt.

### **Cancellations or Not Required**

If you wish to cancel your order prior to goods being dispatched by Tiwari, you will receive 50% refund of the SIM card charge. If the goods have been dispatched but not yet delivered then you will be refunded 50% less any postage costs incurred by Tiwari upon its safe return.

### **Important**

Please note that we cannot offer a refund if a SIM card has been removed from the card slot or been used.

### **SIM Card Return**

All Tiwari SIM cards must be returned to Tiwari Travel Sydney Office, within 10 days of end of rental period (as per booking) or return date to Australia. Which ever date comes first. If customer does not return the SIM cards a cancellation fee of \$30 AUD will be charged for loss of goods. Tiwari will provide a self address stamped envelope for easy of return. At time of return of the Tiwari SIM any remaining credit on your SIM card will expire and is not transferable or refundable