

TERMS AND CONDITIONS

SuperGrub (Dietecture Foods & Beverages LLP)

Effective Date: 17-03-2025

Last Updated: 27-07-2025

1. ACCEPTANCE OF TERMS

By accessing, browsing, or using the SuperGrub platform (website, mobile application, or any other digital platform), or by placing an order for our products, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions ("Terms").

IMPORTANT CHANGE: These Terms apply to all users regardless of age. There are no age restrictions for purchasing SuperGrub products, as food products are considered "necessaries" under Section 68 of the Indian Contract Act, 1872.

If you are under 18 years of age:

- You may independently purchase food products from SuperGrub
- Your parent/guardian may be contacted for verification in certain circumstances
- Your property (if any) may be held liable for payment of food products as per Indian law

2. DEFINITIONS

"SuperGrub" refers to the food brand operated by Dietecture Foods & Beverages LLP, a limited liability partnership registered under Indian law.

"Platform" means our website, mobile applications, social media pages, third-party marketplace presence, and any other digital or physical channels through which SuperGrub products are sold.

"Products" means packaged FMCG food products manufactured, processed, packaged, or sold by SuperGrub.

"User" or **"Customer"** means any person who accesses our Platform or purchases our Products, regardless of age.

"Order" means a request placed by a Customer for purchase of Products through any sales channel.

3. ELIGIBILITY AND ACCOUNT REGISTRATION

3.1 No Age Restrictions

SuperGrub products are available for purchase by customers of all ages. As food products are considered "necessaries" under Indian Contract Law, there are no minimum age requirements for purchasing our products.

3.2 Account Creation

- Users may create accounts on our Platform for enhanced shopping experience
- For users under 18: Account creation may require parental contact information for verification purposes
- All account information must be accurate and complete
- Users are responsible for maintaining account security

3.3 Legal Capacity

While users of any age may purchase our products, please note:

- Contracts for food products are valid for all ages under Section 68 of the Indian Contract Act, 1872
- For users under 18, payment obligations may be enforceable against their property
- Parents/guardians may be contacted for verification of large orders or payment issues

4. PRODUCTS AND SERVICES

4.1 Product Description

SuperGrub offers packaged FMCG food products including but not limited to:

- Ready-to-eat meals and snacks
- Packaged food items
- Beverages and related products
- Any other food products as may be added to our range

4.2 FSSAI Compliance

- SuperGrub operates under Central FSSAI License (application in process)
- All products comply with Food Safety and Standards Act, 2006
- Products are manufactured following prescribed quality and safety standards

4.3 Product Availability

- Product availability is subject to stock and supply chain conditions
- SuperGrub reserves the right to discontinue any product without prior notice
- Prices are subject to change without prior notice

5. ORDERING AND PAYMENT

5.1 Order Placement

Orders can be placed through:

- SuperGrub website and mobile applications
- Third-party e-commerce platforms (Amazon, Flipkart, etc.)
- Retail partnerships and physical stores
- Phone or other communication channels as available

5.2 Payment Methods

- Online payments through secure payment gateways
- Cash on Delivery (where available)
- Digital wallets and UPI payments
- Credit/Debit card payments
- Any other payment methods as may be available

5.3 Order Confirmation

- Orders are subject to acceptance by SuperGrub
- Order confirmation will be sent via email/SMS
- SuperGrub reserves the right to cancel orders for any reason
- For users under 18, large orders may require parental verification

6. SHIPPING AND DELIVERY

6.1 Delivery Coverage

- PAN India delivery through mixed delivery model
- Self-delivery and third-party logistics partners
- Delivery timeline: 7-10 working days (standard)
- Express delivery options where available

6.2 Delivery Terms

- Delivery address must be accurate and complete
- Customer or authorized person must be available to receive delivery
- Failed delivery attempts may result in order cancellation
- Additional delivery charges may apply for remote locations

6.3 Risk Transfer

Risk of loss or damage passes to Customer upon delivery of Products to the specified address.

7. RETURNS, REFUNDS AND CANCELLATIONS

7.1 No Returns Policy

IMPORTANT: SuperGrub follows a strict NO RETURNS policy for food safety and hygiene reasons, in compliance with FSSAI regulations.

7.2 Refund Exceptions

Refunds may be provided ONLY in the following circumstances at SuperGrub's sole discretion:

- Manufacturing defects in sealed packaging
- Products damaged during transit
- Wrong products delivered
- Expired products delivered (beyond shelf life)
- Products not matching order specifications

7.3 Refund Process

- Claims must be reported within 24 hours of delivery
- Photographic evidence required for damage/defect claims
- Refund processing time: 7-14 working days
- Refunds will be processed to original payment method

7.4 Order Cancellation

- Orders can be cancelled before dispatch
- Cancellation after dispatch is not permitted
- Refund for cancelled orders: 3-7 working days

8. DATA PROTECTION AND PRIVACY

8.1 Data Collection

SuperGrub collects personal data including:

- Name, contact details, delivery addresses
- Payment information and transaction history
- Dietary preferences and purchase patterns
- Device information and usage analytics

8.2 Data Usage

Collected data is used for:

- Order processing and delivery
- Customer service and support
- Marketing and promotional communications
- Product development and business analytics
- Compliance with legal obligations

8.3 Data Sharing

SuperGrub may share customer data with:

- Delivery partners for order fulfillment
- Payment processors for transaction processing
- Marketing agencies for promotional activities
- Legal authorities as required by law

8.4 Minor's Data Protection

- For users under 18, data processing complies with Digital Personal Data Protection Act, 2023
- Parental consent may be obtained for data processing where required
- Enhanced privacy protection measures for minor users

9. INTELLECTUAL PROPERTY

9.1 SuperGrub Rights

- "SuperGrub" trademark and all related marks are owned by Dietecture Foods & Beverages LLP
- All website content, product designs, and marketing materials are proprietary
- Unauthorized use of SuperGrub intellectual property is prohibited

9.2 User Content

- Users may submit reviews, feedback, and other content
- By submitting content, users grant SuperGrub perpetual, royalty-free license
- SuperGrub reserves right to remove or modify user content

10. LOYALTY PROGRAMS AND SUBSCRIPTIONS

10.1 Program Participation

- SuperGrub may offer loyalty programs and subscription services
- Terms and conditions specific to each program will apply
- Benefits and rewards are subject to program rules

10.2 Subscription Services

- Recurring orders may be available for select products
- Subscription terms, pricing, and modification rights will be clearly disclosed
- Cancellation policies will be specified for each subscription

11. THIRD-PARTY SERVICES

11.1 Integration Partners

SuperGrub may integrate with third-party services including:

- Payment gateways and financial services
- Delivery and logistics partners
- E-commerce marketplaces
- Analytics and marketing tools

11.2 Third-Party Terms

- Third-party services are governed by their respective terms
- SuperGrub is not liable for third-party service failures
- Users acknowledge and accept third-party terms when using integrated services

12. DISCLAIMERS AND LIMITATION OF LIABILITY

12.1 Product Disclaimers

- Products are sold "as is" without warranties beyond statutory requirements
- SuperGrub does not guarantee specific health benefits unless scientifically proven
- Individual dietary results may vary

12.2 Platform Disclaimers

- Platform availability is not guaranteed 24/7
- Technical errors or downtime may occur
- Content accuracy is provided on best-effort basis

12.3 Limitation of Liability

SuperGrub's liability is limited to:

- Maximum liability not exceeding order value
- Replacement or refund of defective products only
- No liability for indirect, consequential, or punitive damages
- No liability for user data loss or business interruption

12.4 Force Majeure

SuperGrub is not liable for delays or failures due to:

- Natural disasters, pandemics, or government actions
- Supply chain disruptions or raw material shortages
- Technical failures beyond reasonable control
- Labor disputes or transportation strikes

13. CUSTOMER SUPPORT

13.1 Support Channels

- Customer support available during business hours: 11:00 AM to 6:00 PM
- Contact methods: Phone, email, chat, and social media
- Support for order tracking, complaints, and general inquiries

13.2 Grievance Redressal

- Complaints acknowledged within 48 hours
- Resolution timeline: 7-14 working days for standard issues
- Escalation process available for unresolved complaints

14. COMPLIANCE AND LEGAL

14.1 Regulatory Compliance

SuperGrub complies with:

- Food Safety and Standards Act, 2006
- Consumer Protection Act, 2019
- Digital Personal Data Protection Act, 2023
- Indian Contract Act, 1872
- Other applicable Indian laws and regulations

14.2 Age-Related Compliance

- No age restrictions for food purchases as per Indian law
- Section 68 of Indian Contract Act permits minor's contracts for necessities
- Parental involvement may be requested for verification purposes only

14.3 Dispute Resolution

- Disputes resolved through amicable negotiation first
- Mediation and arbitration as per Indian Arbitration Act, 2015
- Jurisdiction: Courts in [City, State] for legal proceedings

15. TERM MODIFICATION AND TERMINATION

15.1 Modification Rights

- SuperGrub may modify these Terms with 30 days' notice
- Continued use constitutes acceptance of modified Terms
- Material changes will be prominently communicated

15.2 Account Termination

- SuperGrub may terminate user accounts for Terms violation
- Users may close accounts by contacting customer support
- Outstanding obligations survive account termination

16. MISCELLANEOUS

16.1 Entire Agreement

These Terms constitute the entire agreement between SuperGrub and users, superseding all prior agreements.

16.2 Severability

If any provision is deemed invalid, the remaining provisions remain enforceable.

16.3 Governing Law

These Terms are governed by Indian law and subject to Indian jurisdiction.

16.4 Contact Information

Dietecture Foods & Beverages LLP

[Complete Company Address]

Email: hello@supergrub.in

Phone: 08062182340

Business Hours: 11:00 AM - 6:00 PM

ACKNOWLEDGMENT: By using SuperGrub services, you acknowledge that you have read, understood, and agree to these Terms and Conditions. These Terms are effective from the date first stated above and apply to all users regardless of age.

Last Updated: 27-07-2025