

METRO Cash & Carry Pakistan (Pvt) Ltd.
TERMS AND CONDITIONS

METRO Cash & Carry Pakistan (Pvt) Ltd. (hereinafter referred to as METRO), hereby sets out the terms and conditions governing the customer's access to and purchase of items at METRO Cash & Carry Distribution Centre (the "METRO Distribution Center").

1. METRO sells goods to the customer on the condition that they are for resale, commercial and industrial usage and also as consumable product. The customer agrees not to purchase goods at the METRO Distribution Center for personal consumption. Purchases are not allowed by persons as private individuals for personal use.
2. The Customer's authorized representatives (Cardholder's) shall only be allowed access to a METRO Distribution Center after presenting a valid Customer Magnetic Card. Further only 3 people would be allowed to accompany one card holder. This person should be one who is connected to Customer's business or is engaged by the Customer to assist the Cardholder to make Customer's business purchases at the METRO Distribution Center.
3. For reasons of safety, children under 6 years old are not allowed access to METRO Distribution Center under any circumstances.
4. It is not permitted to take bags or containers, or optical, acoustic or other recording equipment, into the METRO Distribution Center. METRO reserves the right to verify the contents of any bags left at the entrance for safety and security purposes.
5. Entry onto, and use of all means of transport within, the premises of the METRO Distribution Centers, including parking and other outdoor areas, by a cardholder and other accompanying person shall be at their own risk. METRO shall not under any circumstances, be responsible for any damage or loss to person or property on the METRO premises.
6. The Customer shall be responsible for ensuring that only cardholders purchase goods at METRO Center, and shall compensate METRO for any costs incurred or damage suffered by METRO as a result of any misuse of Customer's cards issued to the Customer or any other violations of these terms and conditions by a cardholder and any accompanying person.
7. The Customer Card is the property of METRO. METRO shall be immediately notified in the event of (i) loss of the Customer Card (ii) any change in the information provided in the Customer Registration form (iii) any change in the authorized representative's or (iv) any change in the status of registration (v) termination or suspension of his entrepreneurial activity and the Customer shall return all the customer's cards to METRO.
8. METRO may at any time terminate the right of the Customer / their cardholders to enter the METRO Distribution Center, purchase goods and withdraw the customer card without giving the reasons and without liability for damages.
9. If any cardholder (or person accompanying them) opens or damages the packaging of goods or damages any goods, for whatever reason, whether deliberately or accidentally, the Cardholder shall be required to purchase the entire package of goods or other goods as the case maybe. Customers are not allowed to open any of the multi packs. In case of any such act, the customer would be billed for the full multi pack.
10. METRO has prescribed a minimum purchase value for each invoice and/or minimum purchase quantities for various products with these minimum purchase values and / or purchase quantities being subject to modification from time to time. The Customers are required to adhere to the same while making purchases at a METRO Distribution Center.
11. All sales by METRO are on an Ex Distribution Center basis and METRO does not take the responsibility of transporting and / or delivering the goods to the Customer. The Customer's payment for the goods shall constitute confirmation of receipts of the goods and that the goods are without defects.
12. The Customer shall be entitled to warranty as described in warranty cards attached to goods purchased. In honoring a warrant, METRO shall have the discretion to ensure either (i) repair or replacement of the goods by the manufacturer, or (ii) reduction or reimbursement of the purchase price. Warranty shall not apply to goods which (i) have not been according to their designated purpose and infrastructure on use, or (ii) have not been submitted along with original METRO invoice, or, (iii) if the goods are not returned in their original packaging.
13. These terms and conditions are liable to be changed without prior notice from time to time. The changed terms shall come into effect and shall apply immediately and be binding on Customers on such change being made. If any of these Terms and Conditions is considered null and void the other conditions shall remain effective.
14. Collection, Use, and / or Processing: METRO will collect, process and / or use the information provided in the Customer Registration Form or other Forms ("Personal Data") for the purposes of performing and administrating your customer contract with METRO, general and long-term customer care and personalized customer service, as well as sales promotion, market and opinion research activities (by mail and electronic communications).
15. Disclosure for technical processing: As METRO is part of the METRO-group, a large group of companies operating internationally, your Personal Data may be transferred to and back from one of the international data centers of the METRO-Group (operated by the METRO-Group information technology GmbH (MGI), "Data Centers") and may be processed in the data centers to achieve the purposes identified in clause 14 above. METRO and Data Centers operate in compliance with European data protection rules to provide a coherent level of adequate data protection even in those cases where data are transferred to countries with a different level of data protection.
16. Access to and Security of Personal Data: Access to your Personal Data: Access to your Personal Data will be limited to authorized employees as required for the purposes in Clause 14 above as well as IT security and maintenance. METRO uses reasonable technical and organizational measures to protect the security and confidentiality of your Personal Data and regularly reviews and improves these measures as necessary to reflect legal development and / or improvements in available technology.
17. Notwithstanding anything contained herein before, by applying for customer card the customer explicitly authorizes METRO to divulge and share information on the customers received by Metro, in connection with the issue of the Customer Cards and sales thereof in any manner as METRO may deem fit.
18. Good's prices are liable to be changed without notice and are not subject to any announced period limitation.
19. The prices indicated on the goods are based on applicable local taxes. In case higher tax is applicable on the transaction, METRO will charge the applicable higher rate of tax on the invoice at the time of sale and the customer is liable to pay the same.
20. Any dispute will be subject to the exclusive jurisdiction of the courts in the City of Lahore.
21. The Customer does not wish to receive the following (please tick the relevant box):
METRO Mail Email Fax SMS Telephone calls

The Customer undertakes that the information provided in Customer Registration Form is true, complete and correct and liability or damages arising to METRO, due to any wrong declaration or due to a purchase made in violation of the aforesaid terms and conditions, shall be indemnified to METRO by the Customer. Further the person accepting the aforesaid terms and conditions and signing hereunder on behalf of the customer, declares and confirms that he is either the owner of the company or is the authorized person of the Customer to whom the authority to make purchases or seek additional cards and to transact any other activity on behalf of the Customer has been delegated by the owner or the relevant authorized official of the Customer.

The authorized representative(s) of the Customer and METRO agree to the above terms and conditions the day mentioned herein below:

Date : Day of

For METRO Cash & Carry Pakistan (Pvt) Ltd

For the Customer

Name:

Name:

Authorized Signature

Authorized Signature
