1. **INTRODUCTION**
   1. These Terms of Sale set out the terms and conditions on which products are supplied to you as a buyer on [www.profamilyshop.com](http://www.profamilyshop.com) . The owner and operator of the Site is Profamilyshop (**“we”**, **“our”** or **“us”**).
   2. Please read these terms carefully before you submit your order via the Site. By placing an order on the Site, you are agreeing to be bound by these Terms of Sale with immediate effect.
   3. Please also read our Privacy Policy, which also governs your use of the Site and these Terms of Sale
2. **ORDER ACCEPTANCE**
   1. **Supplier.** Each product in your order is sold either by us or by the local or international seller that is specified on the Site.
   2. **Order Acceptance.** Our acceptance of your order will take place when we notify you of our acceptance in writing (e.g. by email or mobile messaging). If we are unable to accept your order, we will inform you of this in writing or through a call (followed by written notice through email or mobile messaging) and will not charge you for the product.
   3. **Payment.** By placing an order, you authorize us or our third-party payment processer to process your credit/debit card details for the amount of your order. We accept payment by,
      1. credit/debit card;
      2. via your wallet; or
      3. cash on delivery (an amount not exceeding PKR 5,000)
   4. In order to authorize credit/debit card payments, we may be required to create an account for you with our third-party payment processors, including accepting their standard terms and conditions and submitting your details to them on your behalf. You hereby authorize us to do so and we shall not be liable to you for any damage or loss you may incur as a result.
   5. We may remove or add cards or other payment methods that we accept at any time without prior notice to you.
   6. **Cancelling Order.** You may cancel your order immediately prior to shipping for any reason.
   7. **Our Cancellation.** We may cancel your order(s) if:
      1. you do not make any payment to us when it is due;
      2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products; or
      3. you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
      4. you attempt to bulk or multi-order purchase in accordance with clause 2.8, below.
      5. order(s) not being capable of fulfilled due to product(s) not being available.
   8. **Bulk/Multiple Purchasing.** We reserve the right to reject any orders, at our sole discretion, where we detect bulk purchasing or multiple units of similar products being purchased.
3. **DELIVERY OF YOUR ORDER**
   1. **Delivery Costs.** It’s totally free for all Pakistan
   2. **Delivery Date.** This information will be displayed to you on our Site.
   3. **Delivery Delays:**
      1. if our supply of the product is delayed by an event outside of our control, then we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay;
      2. if no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will notify you of how to rearrange delivery or collect the product;
      3. if you do not collect the product from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot, we will contact you for further instructions. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection, we will cancel your order.
   4. **Delivery from Overseas.** Note that you might be considered the importer of record in the event that your order requires delivery from overseas. In such instance, you are required to ensure that your ordered products can be lawfully imported, comply with all laws and regulations and to pay all fees and customs duties relevant to your purchase. In relation to customs issues, please also note the following:
      1. that when ordering products that require delivery from overseas, you may be subject to import duties and/or taxes, which may be imposed once the package reaches the specified destination;
      2. that any additional charges for customs clearance must be borne directly by you and we have no control over these charges;
      3. customs policies vary between countries, so you should contact your local customs office for further information (in relation to customs processes and applicable charges); and
      4. you should be aware that deliveries from overseas may be subject to opening and inspection by customs officials in the destination country.
   5. **Title to Products.** A product will be considered owned by you and your responsibility from the time we deliver the product to the delivery address and you have paid for the product.
   6. **Invoice.** We will issue an electronic invoice for your purchase and send such invoice to the email address you provided to us.
4. [**RETURNS, REPLACEMENTS & EXCHANGES**](https://help.noon.com/hc/en-us/articles/115001231234-What-is-noon-s-return-policy-)
   1. The table below sets out our conditions for returns:

| **Return, Replacement & Exchange (Reason)** | **Return, Replacement & Exchange (Possibility)** | **Return Condition** |
| --- | --- | --- |
| You have received a wrong product;  You have received a product that is not as described on the Site; or  You have received a damaged product. | Yes  For refurbished products, you must return the product within seven (7) days of receipt of shipment. | Product is unused, in original unbroken packaging and includes all tags.  For electronics, open products will be accepted if different from description or picture displayed. |
| You have changed your mind | Only in certain conditions as specified in our [**Returns Policy**](https://www.noon.com/saudi-en/return-policy).  You have a right to return a product within fifteen (30) days of receipt of shipment.  For refurbished products, you must return the product within seven (7) days of receipt of shipment. | Returns are subject to category specific terms and conditions to be found in our [**Returns Policy**](https://www.noon.com/saudi-en/return-policy). |

* 1. **Non-returnable Products.** You do not have a right to return, replace or exchange products in respect of:
     1. products that are classified as hazardous materials or use flammable liquids or gases;
     2. products that have been used or damaged by you or are not in the same condition as you received them;
     3. any consumable product which has been used or installed;
     4. products with tampered or missing serial numbers; or
     5. products that fall under specific categories, including food, beverages, household goods, digital books, swimwear, hosiery, underwear, socks, health, contact lenses, hygiene related and personal care products and certain baby products (e.g. tethers, diapers, hygiene tissues, feeding related products) music, video and video games.
     6. (a) products which are not suitable for return due to hygienic reasons if unsealed by you after delivery, or which are, after delivery, mixed with other items.
  2. **Contacting Us (arrange a Return, Replacement or Exchange).** You may contact us through email, social media or live chat on the Site.
  3. **Your Refund:**
     1. Subject to clause 4.2, for delivered products, we will refund to you the product amount (excluding the amount paid for the original shipping fees) in full plus the cost of return:
        1. if the products are faulty or not as described on our Site; or
        2. if you reason for return is due to an error on our side, such as an error in pricing or description, a delay in delivery etc.

In all other circumstances, we will refund the product amount (excluding the amount paid for the original shipping fees) and you may pay the costs of return shipping.

For products not delivered, you will receive a full refund if you cancel the order under clause 2.6;

* 1. **Refund Procedure.** We will issue a refund to you depending on the method you used for payment, as follows:
     1. if you paid by cash on delivery, we will issue a refund to your wallet; or
     2. if you paid by credit/debit card, you can choose to have a refund by credit/debit card or to your wallet.
  2. **Refund Timescale.** Your refund will be initiated once your product is received back in our customer fulfilment center and inspected by our team, and the final refund will be received by you as follows:
     1. if the refund is to your credit/debit card, within thirty (30) days from the day on which we receive the product back in our customer fulfilment center;
     2. if your refund is to your wallet, you will receive the refund immediately after your product is received back in our customer fulfilment center and inspected by our team; or
     3. if you have cancelled your order before shipping, an automated refund will be provided back to you.

1. **DEFECT OR DAMAGE TO YOUR PRODUCT**
   1. **Warranty.** A twelve (12) month warranty will be provided for certain purchased products against defects that occur after purchase. A six (6) month warranty (maximum) will apply to selected refurbished products. The warranty is not applicable to cases other than defects in material, design and workmanship. Warranty obligations are limited to repair of defective product or replacement of the defective part, or replacement or refund according to paid/sold price of the product itself (such decision at the product seller’s discretion). Not all products are covered by the warranty, always check the product listing to know if it includes warranty benefits.
   2. **Authorized Service Centers.** On selected products and in instances where we are considered the seller, warranty repairs will be carried out by authorized service centers. In instances where products are bought through a seller that is not us, the terms of the respective seller’s warranty will apply. Please refer to our [**Warranty Policy**](https://www.noon.com/en-sa/warranty-policy) for more details.

| **Product Category** | **Product Types** | **Max. Repair Time** | **Max. Number of Repairs before Replacement/Refund** | **Action if Repair Not Possible/ Max. Number of Repairs Completed** |
| --- | --- | --- | --- | --- |
| Electronics | Mobiles | 14 days from reception in our repair centre | 3 | Replacement if available, otherwise refund |
| Laptops / Tablets | 14 days from reception in our repair centre | 3 | Replacement if available, otherwise refund |
| Cameras | 14 days from reception in our repair centre | 3 | Replacement if available, otherwise refund |
| Audio/Video | 14 days from reception in our repair centre | 3 | Replacement if available, otherwise refund |
| Appliances | 14 days from reception in our repair centre | 3 | Replacement if available, otherwise refund |
| Electronic Accessories | 14 days from reception in our repair centre | 3 | Replacement if available, otherwise refund |
| Video Games (Consoles) | 14 days from reception in our repair centre | 3 | Replacement if available, otherwise refund |
| Fashion | Watches | 14 days from reception in our repair center | 3 | Replacement if available, otherwise refund |
| Toys, Kids & Baby | Baby Gear | 14 days from reception in our repair center | 3 | Replacement if available, otherwise refund |
| Toys | 14 days from reception in our repair center | 3 | Replacement if available, otherwise refund |
| Sports & Outdoors  Fitness Equipment | | 14 days from reception in our repair center | 3 | Replacement if available, otherwise refund |
| Health & Beauty  Electric Personal Care | | 14 days from reception in our repair center | 3 | Replacement if available, otherwise refund |

* 1. **Warranty Period.** Repair or replacement under the terms of this warranty does not provide right to extension or renewal of the warranty period. Warranty terms are in accordance with your device manufacturer. For more details about specific terms of the warranty for your device, please visit the support page of your product.
  2. **Warranty Not Applicable.** The warranty does not apply in the following circumstances:
     1. if a repair has been attempted by any service center not authorized by the product seller; physical damage i.e. product presenting clear signs of damage like broken screens, heavy dents, bent products, that can prevent a product from functioning properly; liquid damage i.e. any situation involving the submersion or splashing of an electronic device in any liquid/or when water indicator (if any inside the device) changes colour;
     2. original software alteration or modification (e.g. “root” for Android devices or “jailbreak” for Apple devices);
     3. if there has been use of non-original accessories with your purchased product;
     4. if the serial number is removed from the product;
     5. for maintenance and periodic checks of purchased products;
     6. for replacement of consumables (e.g. batteries, light bulbs, fuses, headphones or printer ink);
     7. where there has been abuse or misuse of the product e.g. by not using it for its intended purpose or not in accordance with manufacturer’s instructions on usage and maintenance;
     8. where there has been damage of a product’s battery caused by overcharging, failure to use in accordance with the specific instructions of core outlined in product user manual or where charged by chargers other than those approved by manufacturer; and
     9. if any of the seals on the battery enclosure or cells are broken or show evidence of tampering.
  3. **Warranty Claim.** You may contact us through email or live chat on the Site.

1. **WARRANTIES, REPRESENTATIONS & UNDERTAKINGS**
   1. You warrant, represent and undertake that:
      1. you shall fully comply and will at all times continue to fully comply with all applicable laws, statutes and regulations, including, without limitation, all privacy laws and content regulation;
      2. you have full power and authority to enter into these Terms of Sale, and make payment in accordance with these Terms of Sale; and
      3. if you purchase a product on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to these Terms of Sale.
   2. Subject to clause 6.1, our services are provided to you on an “as is” basis without representations, warranties or conditions of any kind. We disclaim all warranties, conditions and representations of any kind, whether express, implied or collateral, including, but not limited to, all conditions, representations or warranties of merchantability, of fitness for a particular or general purpose, of non-infringement, of compatibility or that our services are secure or error free or will operate without interruption or will be provided in a timely or proper manner or at all.
   3. The warranty in clause 5.1 will be your sole and exclusive remedy under these Terms of Sale.
2. **LIABILITY**
   1. Nothing in these Terms of Sale shall limit or exclude a party’s liability:
      1. for fraud, including fraudulent misrepresentation, perpetrated by that party;
      2. for death or personal injury caused by the negligence of that party; or
      3. for any other liability that cannot be limited or excluded under applicable law.
   2. Subject to clause 7.1, in no event will we, our parent company, subsidiaries and affiliates, and our and their directors, officers, agents, employees, suppliers, subcontractors or licensors be liable, whether based on an action or claim in contract, tort, negligence, breach of statutory duty or otherwise arising out of or in relation to these Terms of Sale for loss of profits, loss of data or information, business interruption or other pecuniary loss or for any special, indirect, incidental or consequential damages, even if we, our affiliates, directors, officers, agents, employees, licensors, subcontractors or suppliers have been advised of the possibility of such damages.
   3. In addition, to the extent permitted by applicable law, we (including our parent company, subsidiaries and affiliates and our and their directors, officers, agents, employee, suppliers, subcontractors or licensors) are not liable, and you agree not to hold us responsible, for any damages or losses resulting directly or indirectly from:
      1. supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it or making payment as required;
      2. damages that may result from the unauthorized repair of the product;
      3. loss of any saved/stored data in products that are either repaired or replaced;
      4. reliance by you on the content or other information provided on the Site with respect to the product you order;
      5. your use of or your inability to use the ordered product;
      6. delays or disruptions to our Site or our services;
      7. viruses or other malicious software obtained from the use of the ordered product;
      8. damage to your hardware device from the use of your ordered product; or
      9. your loss of or inability to do business or similar as a result of our inability to deliver the product to you; or
      10. any action/event which is beyond our reasonable control.
   4. Subject to clause 7.1, if clauses 6.3, 7.2 or 7.3 are held to be unenforceable or inapplicable for any reason, then the total liability (including legal fees) applicable to us, our parent company, subsidiaries and affiliates and our and their directors, officers, agents, employee, suppliers, subcontractors or licensors, to you, whether based on an action or claim in contract, negligence or breach of statutory duty or otherwise, arising out of or in relation to these Terms of Sale shall be limited to the lesser of, a) the price the product sold for on our Site and its original.
   5. You agree to indemnify and hold us, our parent company, subsidiaries and affiliates and our and their directors, officers, agents, employee, suppliers, subcontractors or licensors harmless from and against any losses, damages and expenses (including legal fees and attorney’s fees) arising out of or relating to:
      1. any claims or demands made by any third party due to or arising out of your use of the Site and our services;
      2. your violation of any of provisions of these Terms of Sale, including, without limitation, any of the warranties, representations and undertakings; or
      3. your violation of any applicable laws.
3. **GENERAL**
   1. **Governing Law.** These Terms of Sale and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Pakistan.
   2. **Dispute Resolution:**
      1. If you are not satisfied with any products that you have purchased using our Site, you should contact us through email, social media or live chat on the Site.
      2. If you are unable to resolve your issue under clause 8.2 (a) within forty-five (45) days of notifying the seller of your issue, any disputes or claims arising out of or in connection with these Terms of Sale, including any non-contractual rights or obligations arising out of or in connection with these Terms of Sale shall be referred to and finally resolved by Pakistani courts.
   3. **Third Party Rights.** A person who is not a party to these Terms of Sale has no right to enforce any of its term.
   4. **Relationship of the Parties.** Nothing contained in these Terms of Sales will be deemed or construed by the parties or any third party to create the relationship of partnership or joint venture between the parties, it being understood that the parties will at all times remain independent parties contracting for services.
   5. **Further Assurances.** The parties will do and execute or arrange for the doing and executing of each necessary act, document and anything reasonably within its power to implement and give effect to these Terms of Sale to its full extent, including, without limitation, assisting each other in complying with applicable law.
   6. **Assignment.** These Terms of Sale will be binding upon and ensure to the benefit of the parties and their respective successors and permitted assigns. You agree that you will not assign or transfer these Terms of Sale or any of your rights or obligations under these Terms of Sale, whether directly or indirectly, without first obtaining our prior written consent, such consent not to be unreasonably withheld.
   7. **Entire Agreement.** These Terms of Sale and the documents referred to or incorporated herein by reference contain the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, negotiations and representations, written or oral, relating to its subject matter. Except as provided in these Terms of Sale and the documents referred to or incorporated into these Terms of Sale by reference, there are no conditions, representations, warranties, undertakings or agreements between the parties whether direct, indirect, collateral, express or implied.
   8. **Amendment.** These Terms of Sale cannot be modified, varied, amended or supplemented in any way by you. We reserve the right to modify, vary, amend or supplement these Terms of Sale at any time and from time to time. We will post the current version of these Terms of Sale on the Site and each such change will be effective upon posting on the Site or upon the date designated by us as the “effective date” (if any). Your continued use of the Site and our services following any such change constitutes your agreement to be bound by and its acceptance of these Terms of Sale as so modified.
   9. **Severability.** If any provision of these Terms of Sale is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from these Terms of Sale and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.
   10. **No Waiver.** Any waiver by us of any of the provisions of these Terms of Sale will not constitute a waiver of any other provision (whether similar or not), nor will any such waiver constitute a continuing waiver of that particular provision, unless expressly provided by us in writing.
   11. **Survival.** All provisions that either expressly or by their nature survive, will survive suspension or termination of your membership of the Site.

**Note:** Please always keep the item’s original box to claim warranty as per policies.