

CHARUTAR COSMETICS TERMS & CONDITIONS

The standard terms and conditions forming part of “OUTLET Application cum Allotment Form” are stipulated as under. Further in such Terms and Conditions:

The term “Company” denotes “Charutar Cosmetic Pvt. Ltd.” a Company incorporated under the Companies Act, 1956 and having its registered office at “CCPL” Shyam Aroma – A, Near Parivar Char Rasta, Vaghodiya Road, Vadodra.

Whereas the Company is engaged in marketing and distribution of various types of goods and products through “Multi-Level Marketing” system under the brand name of CCPL”. The Company has undertaken a plan to expand its business throughout the country. For this the Company has considered it necessary to allot “Pick up Centers” throughout the country, to strengthen its sale and distribution network. Such Pick up Centers will be operated and managed by the OUTLET Holders at their cost and expenses. The Company will supply its products for sale and distribution to such Pick up Centers at discounted price.

The Terms & Conditions for operation and management of aforesaid OUTLET, by the OUTLET Holder are stipulated as under:

1. OUTLET Holder shall not assign, mortgage, hypothecate, sublet or otherwise part with possession or create any right in third party rights in the allotted OUTLET without written consent of the Company.
2. The OUTLET Holder shall maintain and keep in possession adequate stock of Company's products for sale and distribution. In case of paucity of adequate stock, Company shall have reserved the right to terminate his OUTLET with immediate effect without any notice.
3. If the OUTLET Holder receives any product whose “Best Before Date/Expiry Date” as printed over it is very short and the sale and/or distribution of such products is not practicable before the Expiry Date” he shall intimate the Company forthwith in writing latest within 7 days of receipt of such products and shall take all necessary steps as per directions of the Company. In case of default the Company shall not be responsible for any loss or damage incurred.
4. The OUTLET Holder shall work consciously in a professional manner for the sale and distribution of Company's products.
 - a. OUTLET Holder shall totally concentrate over sale and distribution of Company's products. He shall not involve in any other business/employment of similar nature either directly or indirectly.
 - b. The OUTLET Holder shall be responsible to arrange covered, specified and segregated shop/showroom at the place of OUTLET. In case of rented premises, he shall also be responsible to pay rent and other charges including the local taxes etc. out of his pocket. He shall also be responsible to arrange necessary furniture and fixtures, electric installation, computer and software, printers, telephone and internet connections, manpower, electricity and Water connections, interior and exterior decoration, displays etc. as per the guidelines of the Company for the OUTLET at his costs.
 - c. OUTLET Holder provides computerized invoices to all purchasers through its official login ID, allotted by the Company.
 - d. OUTLET Holder shall be responsible to make all sales strictly in accordance with the Company's guidelines. He shall also be responsible to provide complete and detailed information of the Company's promotional schemes and its benefits to all purchasers adequately but he shall not provide special discounts to anybody, without written permission of the Company.
 - e. OUTLET Holder shall undertake to keep open the OUTLET, from 10.00 am to 8.00 pm on all working days and shall provide adequate time and response to all Direct Sellers of the Company.
 - f. OUTLET Holder shall not permit nor directly or indirectly involve in operation/management of any other business/activity of similar nature at the place of allotted for OUTLET.
 - g. The OUTLET Holder shall not change the name, address and other arrangements of allotted OUTLET as stated in “OUTLET Application cum Allotment Form without Written permission of the Company.
5. The OUTLET Holder shall observe and comply with all laws, rules and regulations etc. for the time being in force. In case of any default, he shall be personally liable.
6. OUTLET Holder shall prepare and maintain all requisite books of accounts e.g. journals, ledgers, registers, invoices, returns, challans etc. & statutory records. The Company reserves the right to carry audit of such records at any time without notice to OUTLET Holder. The OUTLET Holder shall be responsible to cooperate with them and provide them all facilities, documents and information required to carry such audit.
7. If Company finds OUTLET Holder directly or indirectly involved in any activity dormant to Direct Sellers ID, the Company reserves the right to terminate his OUTLET, without any notice. In such case Company also reserves the right to confiscate all payables of the OUTLET Holder, may it be cash or kind.
8. The Company also reserves the right to allot the OUTLET at the same place to anybody else.6. In all cases Company will acknowledge only the payments, received either by direct deposit/RTGS/NEFT or online fund transfer to the Company's Bank A/c.
9. In case of any dispute with a Direct Seller regarding quality of products etc., The OUTLET Holder shall intimate the facts to the Company immediately and the Company will suggest the appropriate action in the facts and circumstances of the case.
10. OUTLET Holder shall have no right to claim damages for delayed/defective supplies against the Company in any case.
11. The Company has absolute discretion to appoint additional OUTLET Holder/s at the same place without any notice to existing OUTLET Holder.

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12. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Company or its affiliates, that prevent Company from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations.
 13. In case of expiry or earlier termination of OUTLET Holder's agreement with the Company, the OUTLET Holder shall deliver to the Company forthwith and without delay the unsold stock in good saleable condition and the expiry or "Best Before Date" has not elapsed along with all books of accounts and other documents related to the Company. However, OUTLET Holder shall also be responsible to fulfill all pending orders or enquiries, until the final settlement of accounts takes place and "NO DUES CERTIFICATE" is issued by the Company.
 14. OUTLET Holder will, at his costs, indemnify, defend and save the Company and its affiliates, successors and assigns, and the officers, directors, members, managers, administrators etc. from and against any & all claims, demands, actions, suits, judgments and liabilities of any kind & character whatsoever (collectively, "Claims") arising out of or in connection with breach of any representation or warranty by the OUTLET Holder. The OUTLET Holder shall pay all damages arising out of same, including all expenses and attorneys' fees etc. OUTLET Holder agrees to fully cooperate with Company in the defense of such Claims.
 15. The Company shall terminate/revoke allotted OUTLET with immediate effect and without any notice to OUTLET Holder in following and other circumstances:
 - a. If OUTLET Holder is declared insolvent or there is likelihood of his becoming bankrupt or
 - b. He incurs heavy debts or
 - c. He breaches any of the terms & conditions stipulated herein and fails to rectify the same or fails to fulfill his duties and obligations despite of directions of the Company within 30 days.
- Upon termination/revocation of OUTLET for any reason:
- A. The relationship between the parties shall come to an end.
 - B. Any obligation which shall expressly or by implication is intended to remain in force even after the termination/revocation shall be given effect in letters and spirit.
16. Company will reimburse only the actual GST paid by the OUTLET Holder subject to the condition that such claim for reimbursement is submitted by the OUTLET Holder within 15 working days of filing of respective GST return. No claim will be entertained after the said period.
 17. In case of any dispute among the parties hereto touching these presents the matter shall be referred to the Sole Arbitrator appointed and nominated by the Company. All the relevant provisions of the Arbitration and Conciliation Act, 1996, as amended time to time shall apply to the Arbitration proceedings. The award of the arbitrator shall be final and binding on the parties. The venue of the arbitration shall be at Vadodara only and the proceedings of arbitration shall be in Hindi / English language.
 18. The terms & conditions stipulated herein are subject to revision by Company from time to time. The Company reserves the right to append new terms & conditions or to modify/delete/amend the terms & conditions, stipulated herein and no disagreement will be entertained by the Company.
 19. The OUTLET shall not sale the products after the expiry date/period mentioned thereon. The company shall not be responsible for any damages for such sale and the OUTLET HOLDER shall alone be responsible for the consequences.
 20. The terms & conditions stipulated herein shall be governed by and construed in accordance with the laws of India.
 21. Nothing contained herein shall be deemed to make OUTLET Holder as a business partner or joint venture of Company for any purpose.
 22. The failure to exercise any right by the Company provided herein shall not be deemed waiver of such rights.
 23. Such termination/revocation shall be without prejudice to any right of remedy of each party.
 24. All relevant information and documents related to the OUTLET Holder will be published by the Company on its official website i.e. www.CCPL.WORLD OUTLET Holder shall update himself by visiting the Company's website regularly and act accordingly.
 25. The OUTLET holder cannot return the goods in special schemes launched/Introduced by the Company for all the OUTLET HOLDER if he is qualified for the so-called schemes of the Company.

I verify that I have read and understood the terms & conditions stipulated as above and hereby undertake to be with them strictly.

Date: _____

Place: