

Terms & Conditions

These terms and conditions are construed in accordance with the model Direct Selling Guidelines issued by the Govt. of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs vide F.No. 21/18/2014-IT (Vol-II) dated 9th Sept., 2016 read with Indian Contract Act 1872 and supersedes any prior terms and conditions, discussions or agreements between Company and direct seller.

Between Growmaxx Healthineers Private Limited, which is a company incorporated under Companies Act 2013 having its Registered Office at SF-217, Krishna Gold, Near Atmiya Heights, Maneja Crossing, Maneja, Vadodara – 390013, Gujarat, India, herein referred as “GROWMAXX” which expression shall, unless the context otherwise permits, include its successors and permitted assigns) of the one part herein after called as **First Party**.

And

The person / entity who has filed the online/offline application form available on Companies Website hereinafter referred to as ‘**Independent Distributor**’ which expression shall unless repugnant to the context or meaning there of be deemed to mean and include his / her / their legal heirs, executors, administrators and assignees of both the parties, hereby called as the **Second party**.

Whereas the first party is a registered company under Companies Act 2013 and the second party is willing to work with the first party after fully compliance of the Indian Contract Act 1872 read with the guidelines as provided by Govt. of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs vide F.No. 21/18/2014-IT (Vol-II) dated 9th Sept., 2016 on the following **terms and conditions**.

1. That the second party undertakes that he / she / they are 18 years and above and are of sound mind and have not being convicted by any court of law.
2. The second party further agrees that all the information which includes documentary proof of personal identification and address proof, as per KYC process framed by the first party on its website furnished to the company is correct and properly entered. The company reserves the rights to accept or reject application given by the Independent Distributor at its own discretion.
3. That the first party don't allow to cancel the agreement at any stage till completion of all decided EMIs from the date of activation. However second party can cancel the agreement at any stage, first party shall not give any refund amount to the second party. Also second party can transfer his / her membership code to other third party. In such case first party will consider third party as a second party and EMIs will start from the same stage.
4. The second party hereby agrees not to represent, sell or distribute the products and brands of or any other direct selling company during the tenure of the agreement. If it is the case, the registered distributor ID will be terminated with immediate effect.

5. The second party agrees that they will provide all details of the first party i.e, Direct Selling entity to the prospective customer at the time of representing the company which includes description of the products & services.

6. The second party hereby agrees that he / she / they shall carry their identity cards / and any other identification mark given by the first party and shall not visit the prospective customer's premises without prior appointment.

7. The second party hereby further agrees that at the initiation of the representation to the prospect they shall identify themselves truthfully and they will clearly represent the identity of the first party, nature of the Products along with services sold and the purpose of the solicitation to the prospect customer.

8. The second party hereby agrees he / she will render accurate and complete explanations and demonstrations of Products and services, prices, credit terms, payment terms, and terms of guarantee / warranty after sales service or any other policies of the first party.

9. The second party undertakes that he / she / they will get the incentives as per the Compensation Plan of the first party.

10. The Second party at any point of time shall neither repack the products nor tamper the label of the products of the First Party.

11. The First party prohibits the second party to make bulk purchases.

12. The second party further agrees not to list, market, advertise, promote, discuss or sell any product or the business opportunity on any website / online portal / mobile application / online forum / or in any other manner without the prior approval from the first party.

13. The second party further agrees to pay all the Govt. taxes (Whatsoever of any kind) as and when applicable and shall not hold responsible the first party for the same.

14. The second party hereby agrees that they shall neither mislead the prospective customer nor shall do false, deceptive or unfair practices including misrepresentation of actual or potential sales or earnings and advantages of direct selling to any prospective customer in their interaction with prospective direct sellers.

15. The second party hereby agrees that they shall not make any factual representation to a prospective direct seller, which cannot be verified or make any promise which cannot be fulfilled against the policies of the first party.

16. The second party hereby agrees that they shall not knowingly make, omit, engage cause or permit to be made, any representation relating to the direct selling operation, including Compensation Plan and agreement

between the parties, or the Products and / or services being sold by such direct seller, which is false and / or misleading.

17. The second party hereby agrees that they shall not provide any literature and / or training material not restricted to collateral issued by the first party to a prospective customer and / or the second party within and outside the parent Direct Selling Entity which has not been approved by the first party.

18. The second party hereby agrees that, it will be their sole responsibility to sell the products, purchased from the first party by their skill, ability and personal application, goods / products once sold, will not be taken back under any circumstances by the first party and this risk of loss and damages shall be sustained by the second party only with their own cost.

19. The second party hereby agrees to defend, indemnify, and hold harmless to the first party against any liability, losses, damages or costs or any legal costs, incurred or suffered by the second party. As a result of any breach, negligence act or omission or willful default on the part of first party or their representative arising either directly or indirectly for the performance or non performance by the second party or on behalf of them.

20. The second party hereby acknowledges that in their relationship with the first party or by virtue of this agreement, they and their employees, shareholders, officers, directors, principals, agents and contractors (collectively representatives) shall hereafter continue to be entrusted with confidential information, the disclosure of any information to competitors of the first party or to the general public would be highly detrimental to the best interest of the first party.

21. Both parties agree that the Growmaxx Compensation Plan which is shared on the company's website is the only Compensation Plan that is followed by the company. The Company shall not be responsible for any claims arising out by the Independent Distributors for incomes other than the business plan available on the website.

22. Both parties hereby agree that all control and monitoring of the practices and methods shall be incorporated well and will be with Growmaxx Healthineers Private Limited.

23. Growmaxx Healthineers Private Limited has introduced Compensation Plan which issues unique Independent Distributor Identification Number along with a Unique Business Centre which is restricted to single Pan Number. Both the parties agree that this Unique Business Centre is not transferable under any circumstances.

24. In case of Non Performance by the second party for the continuous 2 years First party will issue notice of Termination to the Second party. If the Second Party wishes to ask the First Party to review the decision to terminate, he / she shall make such a request to the First Party in writing within thirty (30) days from the date of notice of termination. If the First Party does not receive such request within the thirty (30) days period, the termination will automatically be deemed final.

25. All disputes, questions or differences whatsoever which shall either during the substances of the agreement or after the termination thereof arise the parties hereto or their respective representatives, touching these presents or the construction or the application thereof or anything herein contained shall be resolved under Indian Arbitration and Conciliation Act and / or its statutory amendments, modifications and re-enactment. The place of arbitration shall be Vadodara (Gujarat, India) only.

26. Both the parties have signed this contract after understanding the contents in their vernacular language with their free mind, and without any force / pressure whatsoever of any kind.

28. The payout shall be released only if it exceeds Rs 1000/-. If the payout is less than that, it shall be clubbed with next payout and released once it exceeds Rs 1000/-. However, if the distributor wishes to resign, any amount outstanding shall be paid irrespective of the limit of 1000/-.

Second party can send withdrawal request on every Friday and the same will be deposited in respective account within / before 3 working days.

29. After completion of all decided amount (fully paid / EMIs) of the Product, installation will be done within 7 working days in case of product availability. However the installation charges, Reverse Osmosis (if required) will be in the scope of second party only.

30. Warranty of the product shall be considered only when the second party follow all the operating / maintenance procedure as suggested by first party and which will done by authorized personnel of the First party.

By clicking the agreed column, the second party undertakes that he / she / they have read & understood all the terms and conditions & Business plan mentioned in Registration Form, Contract and the Growmaxx Compensation Plan and agree to abide by them.