

Terms & Conditions For Altos Distributor

These Conditions are to be read together with the Direct Seller Application .They become binding if and when Altos, in its sole discretion, accepts the Application pursuant to Rules of Conduct for Altos Distributors .

1. Definitions

(a.) Cooling Off Period: shall, subject to mean a period of 30 days from the date of acceptance of this Direct Seller application by Altos within which period any new Direct Seller/Distributor shall be entitled to terminate this Contract without penalty and be entitled to full refund of price of products or materials purchased from Altos upon return of such products or materials in saleable condition. (b.) Direct Seller: shall mean a person appointed by Altos on a principal-to-principal basis through this Direct Seller Contract to undertake sale, distribution and marketing of Altos products and services and to register Preferred Customers within the Territory. An Altos Direct Seller may introduce or sponsor further levels of direct sellers and support them to build their direct selling business of Altos goods & services. (c.) Direct Seller Contract: in accordance with Altos Rules of Conduct shall mean and include the following: i. The Direct Seller Application Form SA-88-ID; ii. These Terms and Conditions forming part of the Direct Seller Application; iii. The Altos Sales and Marketing Plan; iv. The Code of Ethics of Altos Distributors; v. The Rules of Conduct for Altos Distributors; vi. The Altos Refund Policy; and vii. The Quality Assurance Standards; as amended from time to time. Altos may notify any such amendments on its website, www.altosindia.net Saleable: shall mean marketable, unused, not expired, not seasonal, discontinued or special promotional products and services. (e.) Territory: shall mean the Republic of India. (f.) Effective Date: shall mean the date of submission of the duly filled Direct Seller Application, subject to Approval by Altos India

2. Distributorship / Direct Selling. Altos appoints, as of the Effective Date, the individual(s) identified in the above Direct Seller Application, or if applicable, the legal entity listed therein (the "Entity"), as a Direct Seller of Altos Products and services, and the Applicant(s) (here in after individually or collectively referred to as the "Direct Seller or Distributor") agree(s) to such appointment. As of the Effective Date and upon receipt of ordering information and completion of any required formalities, the Distributor may, on a non-exclusive basis, within the Territory as may be communicated by Altos, and otherwise in accordance with the Direct Seller Contract, purchase Altos Products from Altos in order to sell, distribute and market the same, and also register Preferred Customers.

3. Payments and Bank Accounts: Altos will make all payments on account of commissions, discounts, returns or refunds etc. through bank transfer in favour of the Primary Applicant/Entity only as per the details provided in the Direct Seller Application or as may be updated by the Primary Applicant/Entity in writing from time to time. The bank account must be opened and operated in full compliance with Indian law, including with respect to applicable foreign exchange laws

4. No Assignment: This Direct Seller Contract is personal identity personae entered into on a personal basis, and neither this Direct Seller Contract nor any of the rights or obligations of the Direct Seller/Distributor arising here under may be assigned or transferred without the prior written consent of Altos

5. Duration: This Direct Seller Contract, shall remain valid and continue to remain in full force unless terminated earlier by either Party with or without cause .

6. Obligations of Direct Sellers:

(a.) The Distributor shall not sell any Altos Product for a price exceeding the Maximum Retail Price mentioned on the labels of the Altos products. (b.) The Distributor shall, throughout the validity of this Direct Seller Contract, strictly adhere to all applicable laws, regulations and other legal obligations that affect the operation of his/her/their business. The Distributor shall be responsible for obtaining any applicable registration, license, approval or authorization, a copy of which shall be provided to Altos upon request. (c.) Direct Sellers for Altos shall: i. always carry their identity card and not visit the consumer's premises without prior appointment / approval; ii. truthfully and clearly identify themselves and state the purpose of solicitation to the prospective consumer and state the identity of Altos, provide complete explanation and demonstration as well as description of the nature of products and services being offered for sale, provide details of prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service, complaint redressal mechanism etc.; iii. provide a bill and receipt to the consumer for orders placed; iv. subject to applicable legal requirements, maintain proper books of accounts in prescribed forms; (d.) Direct Sellers for Altos shall not: i. use misleading, deceptive or unfair trade practices for sale or recruitment of prospective direct sellers; ii. require or encourage other Altos direct sellers to purchase Altos products or services in unreasonably large quantities; iii. provide any literature and/or training material, not restricted to collateral issued by Altos, to a prospective and/or existing direct seller which have not been approved by Altos; iv. require prospective or existing direct sellers to purchase any literature or training material or sales demonstration equipment. v. strictly adhere to, inter alia, the Altos Code of Ethics and Altos Rules of Conduct for Altos Direct Sellers.

7. No Employment Relationship: The Distributor hereby confirms that he/she/they has or have entered into this Direct Seller Contract as an independent contractor. Nothing in the Direct Seller Contract shall establish either an employment relationship or any other labour relationship between the Parties or a right for the Distributor to act as a procurer, broker, commercial agent, contracting representative or other representative of Altos. When purchasing and selling Altos Products, the Distributor shall operate as an independent vendor, acting in his/her/their own name, at his/her/their own responsibility and for his/her/their own account.

8. Representative(s): The Co-Applicant/Authorized Representative(s) acknowledge(s) that Altos will deal exclusively with the Primary Applicant/First Authorized Representative in respect of all Altos Business matters, and also pay commissions and/or any other incentives to and in the name of the Primary Applicant/Entity only

9. Severability. If any provision of these Terms and Conditions is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10. Termination of the Direct Seller Contract.

The Direct Seller may without assigning any reason, after giving written notice to Altos terminate this Contract with immediate effect and this contract would be terminated Automatically. A direct seller shall not be entitled to purchase Altos products or services upon serving the notice. In addition to the above: (a.) Altos may terminate this Direct Seller Contract forthwith in case: i. the Direct Seller violates the provisions of the Code of Ethics Rules of Conduct; (b.) Altos shall also have the right to terminate this contract by giving 30 days notice in writing if the Direct Seller fails to make any purchase or sale of Altos products or services for a consecutive period exceeding 12 months. Altos may from time to time amend any of the documents comprising the Direct Seller Contract through notice on its website, www.altosindia.net. If the Distributor does not agree to be bound by such amendment(s), he/she/they may terminate the Direct Seller Contract with immediate effect by giving a written notice to Altos. Otherwise, the Distributor's continued relationship with Altos constitutes an affirmative acknowledgment by the Distributor of the amendment(s), and his/her/their agreement to be bound by the same.

11. Governing Law. The Direct Seller Contract and all questions of its interpretation shall be governed by and construed in accordance with the laws of the Republic of India, without regard to its principles of conflicts of laws. The Agreement is civil in nature and hence, it is to be governed and construed in accordance with the Indian Contract Act, 1872, the Code of Civil Procedure and other applicable laws of India

12. Dispute Settlement. The parties shall endeavour to settle any dispute or difference arising out of or in connection with the Direct Seller Contract through mutual discussions within 30 days of such dispute arising. The Direct seller agrees that in the event it is not satisfied by any decision of Altos , or in the event that any issue raised by the Direct seller has remained unresolved for a period of more than two months, and / or during the subsistence of this agreement or upon or after its termination, any issue or dispute that the Direct seller may have regarding the interpretation or operation of the clauses of this arrangement or any issues arising there from shall be referred to Grievance Redressal Committee set up by the company. Any dispute, difference or claim remaining unresolved post reference to the Grievance Redressal committee discussions shall be submitted to binding arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be at Ludhiana (punjab) . Subject to the above, courts at Ludhiana shall alone have jurisdiction in relation to the Direct Seller Contract and matters connected here to

13. Limitation on Liability. Altos's liability, whether in contract, or otherwise, arising out of or in connection with this Direct Seller Contract shall not exceed the less of: (a) actual damages or loss assessed by the arbitrator or any other dispute resolution mechanism adopted by the Parties; or; (b) the total commission earned by the Distributor during the six-month period preceding the date of the dispute.

Don't do over-writing & cutting, if any time it happens by mistake that must be duly signed by you.

एक बार लिख कर उस पर दोबारा व काट कर न लिखें, यदि गलती से कभी ऐसा हो जाये तो उस पर अपने हस्ताक्षर अवश्य करें।

All Disputes subject to Ludhiana Jurisdiction. All right reserved Printed in India.