

OFFER TERMS AND CONDITIONS

Existing offers like activation offer & repurchase offer will be discontinued from 31st May 2019. New offers will be launched before 3rd June 2019.

Updated on : 14th May 2019.

CANCEL AND RETURN POLICY

Online orders of buyer's and Kalpamrit Distributors :

In case the buyer feels that the products are not of good quality or if there is any manufacturing or packaging defect then the buyer can exchange/return the products. The buyer must contact Kalpamrit Marketing Private Limited within 30 days from the date of raising invoice. He has to provide a valid reason and return the products along with the original invoice or receipt. In such cases, it is the buyer's responsibility to check the expiry date and packaging of the products before processing the refund/exchange.

Kalpamrit has all the rights to reject the plea to refund the amount of products returned, if the buyer is repeatedly returning the products.

Remittance will be credited to the buyer's account from where the payment was received or distributor's wallet as preferred by distributor. After confirmation of refund payment gateway may take four to five working days to credit the amount to the buyer's bank.

Orders of KSP, Franchise, Depot & Super Depot :

In case the buyer feels that the products are not of good quality or if there is any manufacturing or packaging defect then the buyer can exchange/return the products. The buyer must contact Kalpamrit Marketing Private Limited or its seller from whom, products are purchased within 30 days from the receiving the products. He/She has to provide a valid reason and return the products along with the original invoice or receipt. In such cases, it is the buyer's responsibility to check the expiry date and packaging of the products before processing the refund/exchange.

KMPL will provide products having sufficient shelf life. Buyer shall take initiative to sale products. Buyer shall intimate company at least 60 days before the date of expire of product. Company will refund/exchange salable goods.

Item sold will no be taken back after 60 days from the date of invoice.

Kalpamrit has all the rights to reject the plea to refund the amount of products returned, if the buyer is repeatedly returning the products.

Remittance will be credited to the buyer's wallet after due confirmation of receipt of the product.

In transit damage (return) : While returning products it's the buyer's responsibility to transit goods safely. Any in transit damage for returned products will not be entertained.

Transportation charge(return) : Buyer will bear transportation charge while returning products.

Cancellation duration : Online orders may be cancelled till you received the product.

Updated on : 29th Jan 2019.

Shipping and Delivery

Online orders of buyer's and Kalpamrit Distributors :

KMPL will ship products within two working days after receipt of online order and payment. If any order is placed along with payment but products are not available with company will credit distributor's wallet or refund the amount to the same bank account from where payment was initiated.

Delivery time : KMPL arrange logistic partner depending upon serviceability provide by logistic partner. Buyer will get notification of billing through SMS. Standard delivery time is 7 days from the of booking. Buyer will get notification of booking details through SMS. Delivery time may increase if logistic partner is facing any transportation issue. Buyer may notify KMPL through call, email, whatsapp or grievance form available in company's website and mobile app if order is not delivered within seven days from the date of booking.

To avoid order delivery time buyer shall update his/her address before placing order.

Delivery charges : KMPL provide free home delivery for orders value more than Rs.1100.00. Orders valued less than the amount will be charged with Rs.34.00 per Kg. Buyer shall not give any charged to logistic partner.

Payment gateway charges : KMPL will bear charges levied by payment gateway charges.

Online orders of Kalpamrit Super Depot, Depot, Franchise & KSP :

KMPL will ship products within four working days after receipt of online order and payment. If any order is placed along with payment but products are not available with company will leave credit party wallet or refund the amount to the same bank account from where payment was initiated as preferred by party.

Delivery time : KMPL arrange logistic partner depending upon serviceability provide by logistic partner. Buyer will get notification of billing through SMS. Standard delivery time is 7 days from the of booking. Buyer will get notification of booking details through SMS. Delivery time may increase if logistic partner is facing any transportation issue. Buyer may notify KMPL through call, email, whatsapp or grievance form available in company's website and mobile app if order is not delivered within seven days from the date of booking.

To avoid order delivery time buyer shall update his/her address before placing order.

Delivery charges : KMPL provide free home delivery for orders value more than Rs.10,00,000.00 for Super Depot, Rs.5,00,000.00 for Depot, Rs.30,000.00 for Franchise and Rs.15,000.00 for KSP. Orders valued less than the amount will be charged as per actual or Rs.5.00 per Kg whichever is higher.

Note : Only online orders will be processed.

Updated on : 13th Nov 2018.

TERMS AND CONDITION FOR BUYER
(EXCLUDING DISTRIBUTOR, KSP, FRANCHISE, DEPOT, SUPER DEPOT)

Kalpamrit Marketing Private Limited ("KMPL" or "Company") is a company incorporated under the Companies Act, 1956 and has its Registered Office in 50, Mansi Enclave Jagjeetpur, Kankhal, Haridwar - 249408, Uttarakhand. The Company is inter-alia into the business of Direct Selling of various products such as Ayurvedic Medicines, Herbal, Health Care, Home Care, Beauty Care, Personal Care Products and products.

Copyright Act:

All printed materials, labels, logos or slogans are the Copyright material of KMPL and associate companies. No buyer or any other person has the right to use whole or part of the printed material without the written permission of the KMPL and/or associate companies.

Related to Advertisement and Social Media:

If any buyer wants to give an advertisement about the business and/or the product then he/she will have to take/obtain a written permission from the Company for the use of KMPL Marks and Logos in the advertisement.

Buyer cannot sell company's products on social media or any other online shopping portal.

In the advertisement and in any social media platform misleading information or allurements practices of any form on the products and/or business should be strictly prohibited.

If any Buyer is found guilty of such an act, the buyer will be personally responsible for the same and the decision of the Company's management will be final.

Buyer neither can incur any liabilities or debt nor enter into any contract in the name or on behalf of the Company.

Buyer will not open Bank account in the name of company i.e. Kalpamrit Marketing Private Limited, KMPL.

Buyer may purchase products from Company through online order on MRP.

Buyer may contact Company's customer care for any product related.

Updated on : 13th November 2018

REFUND

Buyer's and Kalpamrit Distributors :

Refund will be processed if damage/loss is mentioned on transporter's copy or products having manufacturing defect or not satisfied with the quality of the product.

Kalpamrit has all the rights to reject the plea to refund the amount of products returned, if the buyer is repeatedly returning the products.

Remittance will be credited to the buyer's account from where the payment was received or distributor's wallet as preferred by buyer. After confirmation of refund, payment gateway may take four to five working days to credit the amount to the buyer's bank.

KSP, Franchise, Depot & Super Depot :

In case the buyer feels that the products are not of good quality or if there is any manufacturing or packaging defect then the buyer can exchange/return the products and raise request for refund. The buyer must contact Kalpamrit Marketing Private Limited within 90 days from the receiving the products.

KMPL will provide products having sufficient shelf life. Buyer shall take initiative to sale products. Buyer shall intimate company at least 60 days before the date of expire of product. Company will refund/exchange salable goods.

Sellers may request for refund for unsold salable products.

Kalpamrit has all the rights to reject the plea to refund the amount of products returned, if the buyer is repeatedly returning the products.

Remittance will be credited to the buyer's wallet after due confirmation of receipt of the product. Remittance may be credited to buyer's registered account if preferred by buyer.

In transit damage (return) : While returning products it's the buyer's responsibility to transit goods safely. Any in transit damage for returned products will not be entertained.

Transportation charge(return) : Buyer will bear transportation charge while returning products.

Updated on : 13th Nov 2018.

TERMS AND CONDITION FOR DISTRIBUTOR (EXCLUDING KSP, FRANCHISE, DEPOT, SUPER DEPOT)

1. Kalpamrit Marketing Private Limited ("KMPL" or "Company") is a company incorporated under the Companies Act, 1956 and has its Registered Office in 50, Mansi Enclave Jagjeetpur, Kankhal, Haridwar - 249408, Uttarakhand. The Company is inter-alia into the business of Direct Selling of various products such as Ayurvedic Medicines, Herbal, Health Care, Home Care, Beauty Care, Personal Care Products and products.
2. All Distributor of KMPL should observe and follow the Company's Terms and Conditions with full integrity and should make his/her downline follow the terms and conditions with same commitment. Compliance with the terms and conditions is mandatory as stipulated under the Distributor Joining Form.
3. Any person 18 years and above can become a Distributor of KMPL without any investment. Joining KMPL is easy and absolutely free.
4. Correct and factual information as per the KYC documents together with the KYC documents will have to be furnished by those who seek to register with/ become Distributor of KMPL. If, at any time, it comes to the knowledge of KMPL that a person has submitted incorrect information about their Business Association/IDs would be immediately suspended and subsequently terminated if so warranted upon enquiry.
5. A Distributor, on starting business, should carefully study KMPL's literature and also avail the information from the website (www.kalpamritmarketing.com). Before giving knowledge to others, Distributor should have full knowledge of the Company's products and business plan.
6. A Distributor of the Company is not an employee, agent, partner or a legal representative of the Company. A Distributor is a business owner doing his/her business independently.
7. During the course of the presentation of KMPL business opportunity and during the sale of the products, every Distributor should be honest and should follow proper procedures for conducting business. During the sale of products, she/he should not force the consumer/any other Distributor and not make any misleading or false commitment.
8. Joining & ID Activation:
 - 8.1 KMPL through its vast range of products gives the Distributors' an opportunity to start business. On becoming the KMPL Distributor the products are available at Discounted Rates i.e. DP which can be sold on MRP (but not beyond the MRP) and the Distributor can introduce new people to start their respective businesses.
 - 8.2 To become Distributor of KMPL, it is mandatory to register online. A person can become a Distributor of the company by filling online application form. Only one registration is possible via one registered mobile number.
 - 8.3 If distributor provide wrong mobile number then Distributor ID will be deleted permanently.
 - 8.4 A Distributor will have to upload passport size photograph, AADHAR card, PAN card and update PAN Number, Bank name, IFSC code, Branch Name, Account Number in his/her profile on the company's website after the joining date to ensure release of payouts seamlessly. If the bank details are not furnished or incorrect no sales incentive will be released. If PAN number is missing then 20% TDS will be deducted.
 - 8.5 To keep the ID active, every Business Associate has to makes some sales from time to time. If any Distributor does not make any sales for six months (closing date of sixth month) since his/her last sales or the date of joining, his/her Distributor ID will be deleted and the team will be rolled up to his/her Sponsor/Upline and he/she will get no further income/ incentive/commission from KMPL.
 - 8.6 When associate's sales from KMPL products or income from KMPL Business becomes 20 lakhs or more then that associate should file for GST Number and share GST Number with the company.
9. Death/ Physical impairment of any Distributor:
 - 9.1. On the death of any Distributor, his/her business will be transferred to his/her nominee or to the legal heir determined by the court.
10. KMPL transfers the sales incentive earned by the Distributor to his respective bank account. To get the sales incentive it is mandatory to give Bank Details (Name of the Bank, Account Number, Branch, IFSC Code etc). If any Distributor does not give the Bank Details then the sales incentive of the Distributor will be credited in his/her ID and it will be retained for 3 financial years, after that this incentive will be forfeited and will be deleted from the ID; and the Distributor cannot claim for that incentive from KMPL.
11. KMPL releases the sales incentive to Distributor after deducting tax at source (TDS) at the applicable rates as per the Income Tax Act and the Rules. Accordingly, each Distributor will have to submit his/her PAN Number. If any Distributor does not submit his/her PAN number then the company will deduct 20% TDS (or such higher percentage as may be stipulated under the Income Tax Act and the Rules). On that ID on which 20% TDS has been deducted will not receive Form-16-A from the Company.
12. If an Distributor who has joined with a business team, then he/she cannot join in any other business team by his/her own name, or on the name of his/her spouse, parents, children or business partner.
 - 12.1. Any immediate family member of an Distributor above the age 18 years can join in the downline of that Distributor only.
 - 12.2. Extended family member: Brother, sister and married daughter are considered as a member of extended family. They can join any other business team and perform as per the business rules. Please note this is done in the best and transparent intentions and benefit of one and all.
 - 12.3. Legally separated wife, husband, daughter and son can do business individually only after getting confirmation from the Company.
 - 12.4. If two Distributors get married:
 - 12.4.1. Wife and husband can work separately on their old separate IDs.
 - 12.4.2. If the husband and wife wants to work together, one spouse will have to resign from his/her Distributor ID and the downline team will be rolled up to his/her

TERMS AND CONDITION FOR DISTRIBUTOR
(EXCLUDING KSP, FRANCHISE, DEPOT, SUPER DEPOT)

upline.

12.4.3. Two married Distributor can form a Partnership Firm and work together on that ID on which they have not resigned.

13. The spouse of Distributor will be considered as Co-applicant by default. If they are getting divorced then the benefits of the Distributor ID will be distributed equally to both the Applicants or as per their mutual agreement or as per the directions of the Court. Any gift and/or tour will be given to the working Distributor only. For this, the Distributor will have to submit the copy of the papers related to the divorce with the Company.

14. It is not acceptable to allow any friend or relative or any other Distributor to do business on your ID.

15. If an Distributor has the status of an active ID in the Company, he/she cannot rejoin with any other sponsor in his/her own name or in the name of his/her any family member.

16. If an Distributor having an active ID rejoins with another person/ distributor/ introducer/ sponsor, the rules given below will be applicable:

16.1. If any Distributor misguides another Distributor for rejoining his team, the Company reserves the right to delete the new ID of the Distributor and the entire team made by the Distributor will be shifted to the old ID of that Distributor.

16.2. If found guilty, the company has the right to delete the ID and stop the sales incentive till the final settlement.

17. Resignation/Termination or Transfer of Distributor:

17.1. Distributor can resign as per his/her own will. If he/she intends to rejoin the business, then he/she can join again only after 6 months of such resignation and cannot claim for the business, income and/or downline which was generated on the old ID. In this 6 month period, the Distributor will not work and he/she will not be active in the Company's business.

17.2. If any Distributor violates the terms and conditions then his/her Distributor ID can be terminated immediately with written notice and he cannot rejoin. However, the Company will send a letter to the Distributor explaining the cause of termination.

17.3. If any Distributor due to some reason wants to transfer his/her Distributor ID he/she will have to take the permission and consent from the Company and can transfer the Distributor ID to any family member only. All required documents related to this will have to be deposited with the Company along with the consent letter. The decision of the Company will be final.

18. Distributor will purchase products directly from the authorized product centers of KMPL. Distributors should not buy or sell products through cross group or any other Distributors.

19. Distributor on purchasing products from the Product Centers must take computerized bill from the software of the Company. If not, his/her purchase will be notified through SMS immediate after billing.

20. Product Return Policy:

Separately mentioned in return policy.

21. Buy Back Policy: Buy Back Policy is designed to safeguard the interest of the distributor who wish to resign or discontinue his Distributor ID. He/She has to return the products to the company but has to ensure that the products are properly sealed, unused and can be resalable and restock-able.

22. When the Distributor wants to resign: In case the Distributor resigns from the business, then he has to forgo all the claims, benefits, bonus and other incentives related to the products and his Distributor ID. The company will Buy Back products; if they were purchased within 30 days and only if they are resalable, re-stockable and sealed.

Resignation Procedure:

Distributor has to give a written consent to the company stating his/her reason behind the resignation.

· He will have no claims and rights to his Distributor ID from that date onwards.

· He has to fill a Product Return Form and attach the original invoice of the product along with the form.

· Bonuses and BV's received by the resigning Distributor's upline on the products returned will be deducted from the upline. But if the BVs were used to upgrade any level of Associate or upline then it will remain as it is.

· Resigning Distributor will get a final settlement remittance on the cost of products returned after deducting bonuses on the original purchase, shipping cost and 10% handling charges or any other expense borne by the company.

Buy Back Policy Rule:

This rule is strictly imposed on all the Distributors to ensure that the products are purchased keeping in mind the requirement and demand of the product in your area. It is advised that Distributors should not overstock the products and sponsor should guide his/her downline on purchase ethics. Distributors should purchase products if 75% of the products in stock have been sold or consumed personally. This will help the company to ensure the quality of products and satisfy the Distributor

23. There is no obligation to buy more products or business support material than needed. Distributor or anyone else should not force others to buy products or business support material more than required.

24. Distributor should not be involved in any illegal activities or business which might be against the policy of KMPL as well as Central, State or Local Rules and Regulations.

25. Copyright Act:

25.1. All printed materials, labels, logos or slogans are the Copyright material of KMPL and associate companies. No Distributor or any other person has the right to use whole or part of the printed material without the written permission of the KMPL and/or associate companies.

25.2. No Distributor can purchase domain or promote on social media by using company's name i.e. KMPL or company's products.

25.3. No Distributor can repack the products or change the label, mark or logo of the company.

25.4. If an Distributor is found guilty of the above acts his/her ID will be terminated and all the income will be ceased by the Company and the downline will be rolled up to his/her upline/sponsor.

26. Related to Advertisement and Social Media:

TERMS AND CONDITION FOR DISTRIBUTOR
(EXCLUDING KSP, FRANCHISE, DEPOT, SUPER DEPOT)

- 26.1. If any Distributor wants to give an advertisement about the business and/or the product then he/she will have to take/obtain a written permission from the Company for the use of KMPL Marks and Logos in the advertisement.
- 26.2. Distributor cannot sell company's products on social media or any other online shopping portal.
- 26.3. In the advertisement and in any social media platform misleading information or allurements practices of any form on the products and/or business should be strictly prohibited.
- 26.4. If any Distributor is found guilty of such an act, the Distributor will be personally responsible for the same and the decision of the Company's management will be final.
27. Distributor neither can incur any liabilities or debt nor enter into any contract in the name or on behalf of the Company.
- 27.1. Distributor will not open Bank account in the name of company i.e. KMPL.
- 27.2. Distributor should not sell or buy products on credit. If he/she does so then he/she will be solely responsible and the Company will not be responsible for the same.
28. In Distributor business, one can generate income by buying and selling products. To be successful in this business, a person will have to work hard and be consistent and a good planner. An Distributor should not advise that one can be successful without investing time, effort and planning.
29. Any person can sell KMPL Products. But if any Distributor wishes to sell products by installing a canopy, stall, or exhibit at any place; Distributor will have the responsibility of obtaining the required permission for the same from the related Government Department or from the appropriate authorities.
- 29.1. If any Distributor wants to setup an Ayurvedic Camp where medical check-up and prescription is required; then it should be done by a Qualified/Certified Doctor and Distributor will be responsible to fulfill all the necessary formalities and should obtain permission from the appropriate authorities.
30. No Distributor can sell Company products below/above the fixed price or offer any promotional offer.
31. Unethical Business Practices :
- 31.1. It is prohibited to change or misuse other's Distributor Application Form, to stop the sale of the team or to utilize the sales of the team to complete personal sales volume targets.
- 31.2. If an Distributor after taking payment from the Distributor against the products does not deliver the products/does not issues the sale bill/and misuses the sale/money for his/her own benefit, strong legal action will be taken against that Distributor.
- 31.3. It is prohibited to offer any tangible or intangible benefits or to make any false promises to enroll somebody in the Business group.
- 31.4. It is prohibited to pressurize the team to sell products or use the sales of any other Distributor to complete his/her own sales volume target or the sales volume target of any Distributor of his/her team.
- 31.5. If found guilty company gives the right to the Distributor who has suffered because of such malpractices to change his/her sponsor.
32. It is strictly prohibited to consume Cigarette, Liquor and to chew Pan, Pan Masala and Tobacco & Gutkha during the Company's seminars and meetings. Any Associate or their guest found to be in violation of this rule shall be subject to termination of Associate ID.
33. It is strictly prohibited to misbehave in any way with any Distributor, Customer or with any of their family members.
34. It is strictly prohibited to do business by own name or in the name of any family member in any Direct Selling Company besides KMPL. If found, the Distributor's ID will be terminated immediately without any notice.
35. Company has the sole right to change the Products, Price and Business Volume of the Products, Business Plan and Terms and Conditions as per requirement at any time without any prior notice. Company will not be responsible for any loss of the Associate due to any change thereof.
36. Company will not be responsible for any kind of losses due to the termination of ID of an Distributor. Distributor will be solely responsible for all the losses.
37. Company will cease all the rights of the Distributor after termination of his/her ID. The income from Business will be stopped after termination and his/her team will be rolled up to her/his sponsor/upline.
38. Distributor should not share his/her Login ID and Password with any person. Company will not be responsible if the Login ID and Password is lost or misused. It is advisable to keep alpha numeric password and change the passwords from time to time to ensure safety.
39. Company has the right to accept or reject any Application without assigning any reason.
40. One can do KMPL Business in the name of HUF, Partnership Firm, LLP, Company, Society and Trust.
- 40.1. Company will give information only to an individual person or to any official authorized by the entity in writing.
- 40.2. The income from the business will be in the name of the entity.
- 40.3. The required documents should be submitted as per the mandatory requirements, such as, Constitution/Partnership Deed, Memorandum and Articles of Association, Incorporation Certificate, if available, along with the copy of PAN Card and the Joining Form. In case of HUF, only copy of the PAN Card will be necessary.
- 40.4. It is mandatory to inform KMPL, if there is any change in the Constitution and New Application form should be submitted in the Company office along with the copy of the New/Amended Constitution. Company has the right to accept/reject the Application with New/Amended Constitution.
- 40.5. To get income from the business in case the entity dissolves, the proof of the ownership of the entity should be submitted with the Company. The income will be released after the consent of the Company about the ownership. After the dissolution of the entity the claim can be accepted within 3 months and no claim will be entertained after 3 months.
41. KMPL believes in humanity. So Associates should not discuss any Political or Religious issues and also discourages discussion on the disputed subjects which creates unhealthy feelings.
42. KMPL will issue Identity Cards (ID) to all Distributors in their portal (mobile app and website). All Distributors should carry their identity card and should not

TERMS AND CONDITION FOR DISTRIBUTOR
(EXCLUDING KSP, FRANCHISE, DEPOT, SUPER DEPOT)

visit the customer's premises without prior appointment.

42.1. KMPL Distributor's Identity Card will be available in the Distributor Login ID after the activation of the ID. Associate's can download the ID card from there and get it printed themselves.

43. At the initiation of a sales presentation, without request, the Distributor's will truthfully and clearly identify themselves, the identity of the Company, the nature of the goods or services sold and the purpose of the solicitation to the prospective consumer.

44. The Distributor will offer the prospective consumer accurate and complete explanation and demonstrations of goods and services, prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service.

45. The Distributor will provide the following information to the consumers at the time of sale, namely:

- (a) Name, address, registration number or enrollment number, identity proof and telephone number of the Distributor and details of KMPL;
- (b) A description of the goods or services to be supplied;
- (c) Explain to the consumer about the return policy of the company in detail before the transaction
- (d) The order date, the total amount to be paid by the consumer along with the bill;
- (e) Time and place for inspection of the sample and delivery of goods;
- (F) Information of his/her rights to cancel the order and/or return the product in saleable condition and avail full refund on sum paid;
- (g) Details regarding the complaint redressal mechanism.

46. An Distributor shall keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable by law.

46.1. A Distributor is responsible to comply with all the local, state and national laws.

46.2. A Distributor is liable to pay all the local, state and national taxes and fees.

47. A Distributor shall not:

- (a) Use misleading, deceptive and/or unfair trade practices;
- (b) Use misleading, false, deceptive, and/or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of direct selling to any prospective direct seller, in their interaction with prospective direct sellers;
- (c) Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled;
- (d) Present any advantages of direct selling to any prospective direct seller in a false and/or a deceptive manner;
- (e) Knowingly make, omit, engage or cause or permit to be made, any representation relating to the direct selling operation, including remuneration system and agreement between KMPL and the direct seller/Distributor or the goods and/or services being sold by such Distributor which is false and/or misleading;
- (f) Force prospective or existing direct sellers/Distributor to purchase any literature or training materials or sales demonstration equipment.

48. Appropriate action will be taken against the Distributor in case he fails to comply with the Terms and Conditions of KMPL which outlines in detail the ethical business practices.

TERMS AND CONDITION FOR KSP, FRANCHISE, DEPOT, SUPER DEPOT

These Terms and Condition forms an integral part of Kalpamrit Marketing Private Limited. ("KMPL or "Company") Agreement and are binding, any violation of these, can lead to disciplinary action, including but not limited to termination of KSP, FRANCHISE, DEPOT and SUPER DEPOT:

1. ELIGIBILITY REQUIREMENTS & CONDITION OF APPOINTMENT:

1.1 Product Purchase: An KMPL Distributor can apply to operate an KSP, FRANCHISE, DEPOT, SUPER DEPOT of KMPL with the minimum purchase of KMPL Products worth Rs.10,000, Rs.1,00,000, Rs.10,00,000 and Rs.30,00,000 respectively.

1.2 Infrastructure Requirement: An Outlet operator can operate the Outlet from anywhere, be it his/her home or office. Although the Outlet should be located at a convenient and easy accessible location and must have all the statutory compliances and registration needed to be operated as an Outlet including but not limited to license under FSS Act, Shop & Establishment Act, Municipal trade license etc.

1.2.1 Outlet should be fully equipped with amenities like a computer, printer and an internet connection as per specification of KMPL to ensure that the business and operation of Outlet are performed in unhampered manner.

1.2.2 Proper upkeep neatness, cleanness of the Outlet and employees working in it is important for the reputation of KMPL and the Outlet must ensure the same. Outlet and its staff members will have to dress smartly & should wear the dress as described/ required by the company.

1.2.3 Outlet should have a notice board prominently displaying all offers that are running, important notices and information provided by Company from time to time.

1.2.4 Outlet Operator shall bear the overhead expenses which are required for smooth functioning of the Outlet which include but doesn't limit to Electricity & utility bills, office equipments, stationery & supplies, salary/wages of the employees engaged in the Outlet, rent or/property tax, insurance, administration expenses, or any other expenses for maintenance and up keeping of the Outlet.

1.3 Furnishing of Security: No security is required to apply for any type of outlet.

1.4 Appointment Criteria: As per the present criteria of KMPL, KMPL appoints KSP, FRANCHISE, DEPOT, SUPER DEPOT. His/her/its continuation as an Outlet operator after such modification/change will be his/her/its deemed acceptance of such modified criteria.

1.5 Discount to Outlet: Outlet will be eligible to get a discount (at distributor price i.e. DP) depending upon products on MRP of Product when KSP purchase from Franchise, Franchise purchase from Depot, Depot purchase from Super Depot. Distributor or the State Distributor as the case may be, subject to him/her/its fulfilling its requirement hereunder especially with respect to it complying with GST requirement of submission of taxes and returns in a timely manner.

1.6 Maintaining of Stock:

a) KSP must maintain a minimum stock of Rs.10,000 /- at all times as per the requirements of KMPL. He must further undertake to ensure that at all time KSP shall make available to KMPL Distributors all KMPL Products. KSP must keep the stock of KMPL products as per the directions given by KMPL from time to time. KSP operator understand and acknowledge that the sales of products are depended on availability of products and servicing of KMPL Distributors who come to purchase or pick up products from KSP and that KMPL will suffer loss of both business and reputation if KSP fails to fulfill requirement of KMPL Distributors, KMPL thus reserve its right to take strict action, including but not limited to termination on such defaulting KSP.

b) FRANCHISE must maintain a minimum stock of Rs.1,00,000 /- at all times as per the requirements of KMPL. He must further undertake to ensure that at all time FRANCHISE shall make available to KMPL Distributors and KSP all KMPL Products. KSP must keep the stock of KMPL products as per the directions given by KMPL from time to time. FRANCHISE operator understand and acknowledge that the sales of products are depended on availability of products and servicing of KMPL KSP and Distributors who come to purchase or pick up products from FRANCHISE and that KMPL will suffer loss of both business and reputation if FRANCHISE fails to fulfill requirement of KMPL KSP and Distributors, KMPL thus reserve its right to take strict action, including but not limited to termination on such defaulting FRANCHISE.

c) DEPOT must maintain a minimum stock of Rs.10,00,000 /- at all times as per the requirements of KMPL. He must further undertake to ensure that at all time DEPOT shall make available to KMPL FRANCHISE all KMPL Products. DEPOT must keep the stock of KMPL products as per the directions given by KMPL from time to time. DEPOT operator understand and acknowledge that the sales of products are depended on availability of products and servicing of KMPL FRANCHISE who come to purchase or pick up products from DEPOT and that KMPL will suffer loss of both business and reputation if DEPOT fails to fulfill requirement of KMPL FRANCHISE, KMPL thus reserve its right to take strict action, including but not limited to termination on such defaulting DEPOT.

d) SUPER DEPOT must maintain a minimum stock of Rs.30,00,000 /- at all times as per the requirements of KMPL. He must further undertake to ensure that at all time SUPER DEPOT shall make available to KMPL DEPOT all KMPL Products. SUPER DEPOT must keep the stock of KMPL products as per the directions given by KMPL from time to time. SUPER DEPOT operator understand and acknowledge that the sales of products are depended on availability of products and servicing of KMPL DEPOT who come to purchase or pick up products from SUPER DEPOT and that KMPL will suffer loss of both business and reputation if SUPER DEPOT fails to fulfill requirement of KMPL DEPOT, KMPL thus reserve its right to take strict action, including but not limited to termination on such defaulting SUPER DEPOT.

1.6.1 Availability of stock at the Outlet should be as per the batch no. and should match the online software of the company.

1.6.2 If the Outlet operator fails to maintain the minimum stock limit then the Outlet's name will be removed from the Distributor Locator option given in the official website of the KMPL as this has been pre-programmed in the billing software.

1.7 Regular Purchase: KMPL invests considerably in development of sales area and that of Outlet by way of promotions and training, it is thus expected that Outlet should continue the business for at least a year and make regular purchase at least once in a month. If Outlet Operator do not wish to operate the Outlet it may give a 60 days' notice of termination. If Outlet operator fails to place any order for a period of 3 months Company may also unilaterally terminate the Outlet without any further notice. On an Event of termination of the Outlet due to aforementioned reasons in this clause, the Outlet operator can't return the remaining products/ stock at his/her/its outlet & neither the Company.

1.8 Multiple operations: An Outlet operator may open multiple outlets.

2. DUTY & OBLIGATIONS OF OUTLET OPERATOR

2.1 Outlet Operator shall issue a computerized bill from the Company's software against every sale of the products. It is also a duty of Outlet Operator to provide the GST tax deposit challans along with filing of returns to KMPL to claim any GST reimbursement. Outlets have to manage their book of accounts as per Accounting System prescribed by Indian Govt.

2.2 Outlet operator shall not allure/ misguide any Distributor to join any other direct selling company. Outlet operator will not indulge in any unethical practices such as price cutting, dummy billing, holding of bills.

2.3 Outlet operator shall refrain from selling the KMPL products on credit, any loss due to it shall be exclusively borne by the Outlet operator and not the KMPL will be responsible for any such loss in any manner. It should also prominently mention that Outlet is not authorized to offer any discount/promotion other than the one offered by the Company.

TERMS AND CONDITION FOR KSP, FRANCHISE, DEPOT, SUPER DEPOT

- 2.4 The Outlet operator can neither store, display or sell any other products nor work with any other direct selling company except KMPL. If found guilty, his/her/its Outlet will be terminated without any prior notice and in the event of termination, the stock will not be taken back & all losses will be borne by the Outlet.
- 2.5 Outlet operator shall keep the Outlet open on six days of the week from 10 am to 8 pm or as permitted by local laws, Outlet operator will take special care to ensure the business of KMPL shall not suffer. Outlet operator and his employee shall maintain highest standard of professionalism and ethics in his dealing with Distributors and employees of KMPL, in particular they shall not stop or misuse sales made by Distributor or misbehave with any of them or indulge in drinking, smoking or chewing tobacco or other intoxicant on the premises of Outlet.
- 2.6 Every month the Outlet operator will conduct meeting to get him/her trained regarding software operations and other business activities like sale promotions etc. and it is mandatory for recently opened Outlets as well as for the Outlets to attend these meetings within the time period of 30 days otherwise their store code will be made inactive by the company from its online Software/website. The Outlets will get advertising & promotional material like banners (that should be displayed at the outside of the office premises) etc. and the certificate of Outlet operation from company's software.
- 2.7 The Company's representative can visit the Outlet operator for stock audit and its inspection at any time without any prior notice to the Outlet. This is the duty of every Outlet operator to co-operate the inspection / audit team/ representative in every way possible.
- 2.8 Outlet operator will not disclose any confidential information or trade secrets to the third party and will not participate in competing business activities of any other Direct Selling Company except KMPL.
- ### 3. GOODS EXCHANGE & RETURN POLICY :
- 3.1 Quality and manufacturing defect: If there is any quality, manufacturing or packaging defect in any consignment or products in stock then the seller Outlet will exchange only defected products after proper verification, provided Outlet operator informs of such a defect as soon as he receives the Product or become aware of the same.
- 3.2 Return Policy: Items of Food have a specific shelf life and thus Outlet's are advised to purchase food products as per their sale capacity, such food products will neither be exchanged nor returned.
- 3.2.1 Those products whose expiry date is less than one year cannot be exchanged and only those products whose expiry date is between one to three years can be exchanged from the seller Outlet within 30 days from the date of purchase, not after that.
- 3.2.2 At no point Outlet can exchange or return the product on an account of expiration of the product.
- ### 4. TRANSPORTATION:-
- 4.1 If the outlet is situated in the same Tehsil/Taluka as of the outlet, it is obligatory to the Outlet operator to visit the outlet and carry the products by his own means.
- 4.2 If the outlet is not in the same Tehsil/Taluka as of the Outlet and the Outlet places an order for Rs. 20,000 (for KSP), Rs.30,000 (for FRANCHISE), Rs.1,00,000 (for Depot) or more, only then the upline Outlet will bear the transportation expenses of the orders till the transporter's office (whichever is nearer to the Outlet). The Outlet Operator has to carry the products (order) from the transporters office by his own means or by himself. However, if he/she/it places any order of less than the value mentioned above then the Outlet shall be responsible to bear all the cost of transportation or has to carry the products by himself.
- 4.3 If the products sent by upline Outlet to downline Outlets, get damaged in transit then the losses will be borne by the seller Outlet and not the KMPL. will be responsible for the losses or compensate the losses.
- ### 5. INTELLECTUAL PROPERTY OF KMPL
- 5.1 All printed material, labels, logos or slogans are the copyright material of KMPL and other associated companies of KMPL. The Outlet Operator or any other person cannot use whole or part of the printed material without the written permission of the KMPL and/ or associate companies.
- 5.2 Outlet Operator cannot repack the products or change the labels, date, mark or logo of the company. If any Outlet Operator is found guilty of the above malpractices his/her outlet will be liable to be terminated, this will be without prejudice to the right of KMPL to initiate any other legal proceeding seeking injunction, damages etc.
- 5.3 If any Outlet Operator wants to give an advertisement about the business and/ or the product then he/she/ it will have to obtain a prior approval from the company for using KMPL trademarks and logo in the advertisement.
- 5.4 In the advertisement and on social media platform misleading information related to any products and/or business should not be given.
- ### 6. MISCELLANEOUS
- 6.1 The company will not take responsibility for the losses, in case of theft, fire or any natural calamity at the Outlet. It is advisable to get the products insured to avoid losses.
- 6.2 Outlet Operators should observe and follow the company's terms and condition with full integrity and commitment. Compliance with the terms and condition is mandatory to avoid any serious repercussions.
- 6.3 If no outlet has been appointed or has been disqualified for the time being in a Taluka/Tehsil of a district then the Outlets situated in the territory of the Tehsil/ District can buy the KMPL products from the adjoining outlets or from the State Distributor at distributor price i.e. DP.
- 6.4 Outlet operator has to ensure that no fake or erroneous billings has been done by the Outlet. If happens, then bills of the center shall not be cancelled & there business volumes shall not be returned.
- 6.5 Outlet Operator should not share his/her login id and password with any other person. The company will not be responsible if their password is lost or misused. He must use alpha numeric password and change his password frequently.
- 6.6 The company has sole right to change the terms and condition at any time without any prior notice. The company will not be responsible for any losses due to any change thereof. The Outlet Operators should observe and follow the company's terms and condition with full integrity and commitment. Compliance with the terms and condition is mandatory to avoid any serious repercussions.

TERMS AND CONDITION FOR ID ACTIVATION

Page 1 of 1

1. Kalpamrit distributor id activate when a distributor purchase Kalpamrit products from authorised Kalpamrit shops of total BV 500 in a single calender month. Once a distributor ID is active the concern distributor become eligible for commission as per Kalpamrit business plan, Kalpamrit offers etc.
2. Special activation offer : In-active distributors are eligible to get this offer when a distributor id is activated with 1500 DP or 3000 DP. On activation with 1500 DP distributor will get a cash back of 100 in their offer wallet and 200 on activation with 3000 DP. This offer is applicable from 15th December 2018.
 - 2.1 Items like Kachhi Ghani Mustard Oil, Rice Bran oil can not be included in this offer.
 - 2.2 If above mentioned items are included in bill then special activation offer condition will be applied excluding the amount of these items.
3. The process is managed digitally by Kalpamrit ERP. If any one notice any discrepancy they shall contact Kalpamrit customer care through phone call or email. Kalpamrit will process the plea within two business days. Kalpamrit reserve the rights to accept or reject the plea. In case of rejection details will be shared with the distributor.

Updated on : 3rd Dec 2018