

## **Terms & Conditions**

Terms & conditions between Sunstar India Pvt. Ltd. and Applicant.

In consideration of mutual terms and conditions contained herein.

Sunstar India Pvt. Ltd. here in after referred to as The Company and the Applicant referred to as Business Associates agrees as follows:

1. The Applicant confirm that he is a person of Indian Origin and has attained 18 years as on the date of application to The Company and hereby submits the application for consideration at The Company sole discretion.

2. The Applicant confirms that he/she do not have any legal disqualification or in any manner incapable of entering into a contract.

3. The Applicant agrees to pay the The Company processing fees and price of sales kit as stated in the Marketing Plan. After accepting from by trice Company he/she will be designated as Business Associate.

4. The Business Associate understands that any income or incentive depends on the development of the Business done by the Business Associates.

5. The Business Associate shall act only on to purchase and sale the company products as per the quid lines issued by the company and shall at no time be considered as an employee of The Company.

6. The Business Associate will not be making any exaggerated claim about the products or their performance. The product is not meant for any diagnosis of disease or specific treatment in any form. Any observation or conclusion drawn from this product must be at your own risk. The Company shall not be bound by any misrepresentation made by the Business Association, which falls

outside the applicable Business Plan as maintained by it.

7. The Business Association has to comply with all the legal requirements for being and continuing the appointment as the Business Association at any level, this includes payment of taxes, duties, lives monthly purchase of company's product and maintaining fare and ethical trade practices.

8. The Business Associates fortnightly earning together with a computerized print out and down line activity are released within 10 days of the subsequent fortnight Upon receiving the fortnightly earning statement. Business Association should check properly to ensure the accuracy of the figures within 15 days from the receiving date after which the company reserves the right to ignore any enquiry.

9. The Company allows registered Business Association to sponsor people from all places from India.

10. There is no demotion of status in network hierarchy except for product buy-back during the cooling of period or subsequently discovery of any mal - practice regarding attainment of status and the consequent impact there of in the network hierarchy.

11. The Business Association is free to perform independently. Acceptance of the application for Association ship do not create employer - employee relationship, agency, partnership, or joint - venture between The Company and Business Associate. The Business Associate does not have any right or authority to incur any debts, liabilities and obligation or enter into any contract on behalf of The Company.

12. The Business Associates are not allowed directly or indirectly, including proxy, by any means in other direct sales company's

activity, which may bring negative influence to The Company. Any violation may result in suspension or termination of Association ship.

13. The Business associate shall not use the symbols, logos, trademarks brand names, or literature or other promotional material for any purpose other than what is specified by The Company. Nor shall they be entitled to use any promotional material not approved by The Company.

14. Business Association agree that The Company reserves the right to vary the product range, the cost of and all or any terms and condition required due to change in state and Central Government policies, market conditions, competitions etc.

15. Business Association shall not introduce and / or sale any product observes not approved by The Company through the Company's network of Association.

16. The Company reserves the right to change Business Plan as per the policies of The Company or as required by law without personal intimation to the Business Association.

17. All payment made by The Company are by cheque less TDS, and Postage as applicable. Correspondence /Payment will be sent to the address furnished in the application, if it has not already been collected in person from the authorized personal / office of The Company. Any change in address : has to be intimated in writing in format prescribed by The Company.-

18. All Demand Draft / Pay Orders will be in favor of 'Sunstar India Pvt. Ltd.' payable at Karad.

19. The Company reserves the right to change The associate-ship of Business Associates if found violating the rules and regulations framed by it from time to time.

20. The Company reserves the right to change, alter and modify the Business Programme, Product Cost or the revenue sharing formulae to maintain a viable marketing system and to comply with change in law. The Business Associates shall be bound by such changes.

21. The Company reserves the right to amend, modify, alter or change the rules and regulations without prior notice.

22. The Company reserves the right to determine the product's acceptability for returns.

23. The Company reserves the right to accept or decline this application without having assign any reasons to me.

24. Products are not permitted to be sold in retail outlets. Our marketing plan has been designed for our product to be sold through direct selling or in any personalized situation.

25. The Business Associates as an independent contractor may transfer or assigns the contract by gift or sale. Nevertheless The Company reserves the right of approval, which will be unreasonably withheld. To receive written approval, notarized copies of the gift, transfer or bill of sale must be forwarded to Ilie Company office.

26. Upon the death or the disability of The Business Association, the contract & all right will pass to their beneficiary. The Company enquires photocopies & a certified will before She transfer can be mire effective.

27. In all matters, the decision of The Company shall be final & binding. Any dispute or difference shall be subject to the arbitration at the head office of the Company at Karad. The arbitration proceedings shall be in English language. The award of the arbitrator will be finals binding.

28. All judicial proceeding if any or any other disputes if any will be in the jurisdiction of Karad only.

29. Business Association is responsible to pay all applicable taxes. The Company provides association ship with fortnightly commission statement.

30. The Company will issue cheque only for payout aggregating more than Rs. 500/-.

31. The Business Association will be deemed to be bound by the terms & conditions on mere signature on this application form. The Company will not be responsible for non-understanding or misunderstanding of the terms & conditions.

**Date :**

**Place :**

**For Sunstar India Pvt. Ltd.**

**Applicant's Signature**