

Terms & Conditions

Lambre Cosmetics Pvt Ltd, a company incorporated under the Companies Act, 1956 and having its Registered premises at No 84, Nimbekaipura Road, Boodigere Cross, Off Old Madras Road, Virgo Nagar P O, Bangalore - 560049 hereinafter referred to as "the Company" The Company is inter-alia into the business of Direct Selling of various products such as Cosmetics, Skin Care and Perfumes.

The Company exclusively uses website to display the details of the products, marketing methods, business monitoring, while uses the word of mouth publicity by its Authorized Business Consultants and VIP Customers to promote and create awareness about the company and its products.

The Company does appoint freelance Business Consultants (BC) across the country for marketing and sale of products. Such distributorship is granted as privilege to the consumer of its products. Interested individuals/body/corporates need to purchase the products upon they being satisfied with the quality and services. They can become a freelance Business Consultant of the company on their own accord, if they wish to, by applying for the same in the prescribed form.

Before filling the application form, the intending BC is advised to go through the terms and conditions mentioned herein below thoroughly along with those mentioned in the official website of the company during placing an online order and subject to such terms and conditions shall append their signature in the column provided as a token of their acceptance of the terms and conditions mentioned therein.

I. Definitions The following words used in these presents shall have the meaning as defined hereunder;

a. Company – Lambre Cosmetics Pvt Ltd, having its corporate office at Bangalore.

b. VIP Customer - means and include individuals/body corporate (including Partnership Firms) who purchases products from the company.

c. Business Consultant - is the person including Company/Partner Ship firm, proprietary concern) who is competent to enter into contract as per the Indian Contract Act provided and eligible to buy products from the Company and having willfully accepted to participate in Business opportunity of the Company.

d. BC - Shall mean and include male, female of minimum age of 18 years, body corporate, partnership firm who applies for the Distributorship of the Company

e. Product - Shall mean and include all the products marketed by the Company from time to time through it's Direct Selling vertical.

f Manufacturer - Means and include Manufacturers of the products marketed and sold by the Company from time to time.

g. MRP - Means and includes Maximum Retail Price printed over the price tag appended to the products

h. Facilitation Fee - Facilitation Fee is the amount/benefit a BC may earn by marketing/referring the products of the company.

j. Unique ID - Means unique identification number issued by the Company to the BC and issued as a token of acceptance of his application seeking for distributorship for the products of the Company.

k. Password - Password means, unique code allotted to each of the BC to allow them to log on to the website of the Company.

l. Website Means website of the Company.

II. THE APPOINTMENT AND UNDERSTANDING

a. The Company upon scrutiny and verification of the Application may consider the Applicant as an "BC" for the products marketed by the Company.

i. Independent BC shall enjoy the following privileges after such recognition.

- . -1. No territorial restriction to market the products, but limited to India.
- . -2. Company shall maintain sales account of the Independent BC and shall be made available for view through their website.
- 3. An Unique ID and password shall be awarded to facilitate verification of their respective business account.
- 4. There shall be no specific targets; how ever earnings shall be in proportion to the volume of sales done by the BC by self or through team as stipulated.
- . -5. Distributorship may be awarded as a privileged consumer with no cash deposit.
- . -6. Distributorship is awarded without any commitment/or promise from the company in terms of possible earning potentials.

b. The BA, upon agreeing to the T & C of the company, shall be deemed to have accepted the Distributorship as independent Business Consultant and hereby covenants as under;

i. That she/he has clearly understood the Business Opportunity, marketing program, the compensation plan, its limitations and conditions and, he is not relying upon any representation or promises that is not set out in this term and conditions or other officially printed or published materials of the company.

ii. Shall act as an independent body and shall not commit any misfeasance or malfeasance to create any liability/obligation over the company of whatsoever nature.

iii. An Independent BC is not an Agent/Employee or any other Legal representative of the company or its service providers.

iv. She/he has attained the age of majority and is competent to enter into a contract as provided in the "INDIAN CONTRACT ACT ". Necessary proof thereof shall be submitted as and when required by the Company.

v. BCs hereby declare that all information furnished to the company is true and correct. The Company shall be at liberty to take any action against the BC, in the event, it is found that the BC furnished any wrong/false information to the company and the company's decision will be final.

ii. All BCs/VIP C before ordering online or making the payment are advised to physically look and feel the products wherever possible and also visit the Company Website.

iii. Neither it is compulsory nor mandatory to participate in the business plan of the Company. Purchasers who wish not to join the business can opt to do so by checking the "VIP Customer for Products ONLY ' box during registration process. You will however, need to provide the direct / enroller details (without which products can't be purchased as such Company take every possible steps to make the purchaser understand about the company, products, policies, etc., and also to make ensure that the purchaser is properly guided to buy the company products or before entering in to Business Opportunity) and such purchaser will be termed as " VIP Customer"

iv. A BC who has purchased the products from the company can choose to join the business opportunity by signing up for BC free of cost subject to the terms and conditions of Lambre Marketing Plan.

v. The BC will be eligible towards facilitation fees or income, as per the volume of sale of products/ business done by her/him, subject to the eligibility norms formulated by the company from time to time. The company does not guarantee/assure any facilitation fees or income to the distributor on account of becoming just a mere "BC" of the Company.

vi. Unique ID has to be quoted by the BC/VIP C in all her/his transactions and correspondence with the company. The Unique ID once chosen cannot be altered at any point of time.

vii. No communication will be entertained without unique ID and password.

viii. TDS and any other applicable charges will be deducted by the Company as per the prevailing norms stipulated by the statutory authorities.

viii. The BC shall be faithful to the company and its co-BCs and shall uphold the integrity and decorum of the company and shall maintain good relations with other BCs and other clients. The BC understands that, the company has the absolute discretion to accept or reject his application to become a BC/VIP C.

ix. The Company reserves its right to modify the terms and condition, products, plans, business and policies from time to time with/without giving prior notice. Such notice may be published through the official website of the company, and any such modification/amendment shall be applicable and binding upon the Distributor from the date of such publication or as mentioned otherwise.

IV. PRICES / PAYMENT

a. The Updated Products and their Price lists are available on the company's official website and the payment shall be towards purchased as mentioned above.

b. It is mutually agreed between the parties hereto, that the company is at liberty to change / modify the quantum of product cost payable under this Agreement in future or provide for additional Product / Services at such additional cost as may be determined by the company.

c. The product rates and specification is also subject to change and may vary from time to time.

d. The company will not be responsible for any loss or damages if caused due to any technical error in the web links provided in the website, payment gateway, typographical errors etc.

V. PROHIBITIONS

The BC/VIP C is prohibited from listing, marketing, advertising, promoting, discussing, or selling any product, or the business opportunity on any website or online forum without taking proper consent from the Company.

b. The BA hereby undertakes not to compel or induce or mislead any person

with any false statement/promise to purchase products from the company or to become BC of the company.

VI. DUTY AND CONFIDENTIALITY

Parties shall maintain confidentiality with respect to company's information including but not limited to company's policies, product details, facilitation fees etc., save and except to the extent that is required for furthering sale of products;

VII. SPECIAL CONDITIONS

Notwithstanding anything stated or provided herein, the company reserves its right to modify, alter or vary the terms and condition in any manner whatsoever they deem right in the context of the dynamics of the Business and shall be communicated through official website or other modes of communication such as email. Differences if any on such amendment shall be expressed/intimated in writing to the company within 7 days from the date of such amendment. In the absence of receipt of written objection, if any within such stipulated period, all such amendments to the agreement shall be considered as carried with the consent and thereafter any objection/difference shall be considered as waived/surrendered unconditionally.

VIII. TERMINATION The Company reserves its rights to terminate the Distributorship of BC/VIP C for any reason not limited to the breach of terms as stipulated herein.

Each individual can hold only one ID under his/her name. Holding more than one unique ID is a violation of Policy and is liable for termination.

IX. FORCE MAJEURE

The Company shall not be liable for any failure to perform its obligations where such failure has resulted due to Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or

confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity.

X. RECOURSE AND LEGAL APPLICABILITY

i. The terms and conditions stipulated in the forgoing paragraphs shall be governed in accordance with the laws in force in India. Disputes, if any, shall be subject to the exclusive jurisdiction of the courts in Bangalore.

ii. If any dispute or difference arising out of or in relation to these presents, the same shall be referred to a sole arbitrator appointed by the Company.. Arbitration in such event shall be conducted as per the "Arbitration and conciliation Act, 1996" as amended from time to time. Venue of such Arbitration shall be Bangalore and Language shall be English.

Declaration/Affirmation Solemnly affirm and declare as follows:

1. That I have read and understood the terms and conditions for 'Independent BC " of the Company.
2. I have also gone through the company official website, printed materials, brochures and convinced about the business and I have applied for the Distributorship on my own volition.
3. I declare that I have not been given any assurance or promise by the company or its senior level distributors as to any income on account of the product purchase made by me. However, I am made to understand that I will be eligible for income/facilitation fees depending upon the volume of business done by me, as per terms and the Company reserves the right to change the Business Plan at any point of time.
4. I undertake not to misguide or induce any one I shall not misguide any one and appraise them the terms and conditions for anyone to become a BC of the company.
5. I hereby agree and adhere to the terms and conditions as stipulated along with the application form and as mentioned above to agree to purchase the

product as Consumer/to do the distributorship business.

6. I hereby agree to submit all disputes to arbitration as provided in the terms and conditions of the company.

- I Agree