

Terms and Conditions

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INTRODUCTION:

Agro Green Reformation Organisation (“AGRO”) is a direct selling Company in the business of selling Natural and Herbal products (“Products”) in the range FMCG, Grocery, Personal Care, Health Care, Home Care and Beauty Care Items and is the owner of the website namely, ‘www. agroreforming.com’ and mobile application namely ‘AGRO’.

GRANT OF DISTRIBUTION RIGHTS:

AGRO hereby, grants onto Direct Seller and Direct Seller hereby accepts from AGRO non-exclusive right to use / sale the Product/s of AGRO subject to all terms and conditions set forth in this Agreement. Direct Seller covenants and agrees to purchase the Products from his/her own account exclusively from AGRO and to market, distribute and sell such Product in accordance with the terms and conditions set forth in this Agreement.

ELIGIBILITY:

1.The Direct Seller shall be of minimum age of 18 years and shall be competent to enter into the contract as per the provisions of Indian Contract Act.

The Direct Seller shall furnish all the necessary documents to become a Direct Seller at AGRO..

2.A Direct Seller shall purchase the products of his/ her choice according to the Price of the products / as per offers given by AGRO on regular basis to activate his/her status of Direct Seller at AGRO.

Note 1: The above price of the products and discounts are subject to change without notice.

Note 2: All product worth are mentioned in M.R.P.s in Rupees.

Note 3: GST applicable to be paid extra.

RIGHTS, OBLIGATIONS AND REPRESENTATIONS OF DIRECT SELLER:

The Direct Seller shall conform to the provisions of Model Guidelines issued by the Ministry of Consumers Affairs, Food and Public Distribution.

1. The Direct Seller understands that a Direct Seller is entitled to avail all the rights and income opportunities at AGRO only after activating his/her status of a Direct Seller.
2. Post activating the status of a Direct Seller, the Direct Seller shall have the rights to retail the Products at Maximum Retail Price (“MRP”). Further, the Direct Seller shall also be eligible to appoint new Direct Seller under himself/herself.
3. The commission will only be paid if the amount exceeds Rs. 500. The commission amount includes all types of commissions. If it is less than Rs. 500 the balance will be carried forward to the next pay-out cycle till 90 days.
4. **Buy-back Policy:** An activated Direct Seller shall be allowed a buy-back period of 30 (thirty) days from the date of receipt of product purchase, wherein Direct Seller is given an option to return the unused Products pursuant to which AGRO will refund the money spent on buying the Products after deducting the charges of processing fees at AGRO.
5. **Cooling off Period:** The Direct Seller is granted with an option to opt out from the Network of AGRO Business within 30 (Thirty) days of entering in to the agreement with AGRO (login date) and he/she will not be charged any penalty for the same.
6. **Green Zone:** A Direct Seller can activate his/her status of a Direct Seller within 90 days from login or during the green zone periods

declared by AGRO during the year or as described by AGRO.

7. A consumer/ Direct Seller can purchase AGRO's products of M.R.P. worth not more than Rs. 50,000 in a single receipt.
8. The active direct seller shall be liable to fulfil the prerequisites for upgrading his/her status of Club Levels.
9. All government (State or Central) taxes including VAT/GST, local levies will be charged extra.
10. The Direct Seller agrees to pay all his/her taxes on the income earned through AGRO Business. The Direct Seller agrees to indemnify the company in case of any loss/liability because of his negligence.
11. The Direct Seller will ensure that all sales are recorded in AGRO Pre-owned software system installed at sale points. AGRO is only responsible for the recorded sales.

REMUNERATION System:

1. A active direct seller shall have right to earn turnover based commission from level 1 level 10 as :
 - 5% commission on turnover in level 1,
 - 4% commission on turnover in level 2
 - 3% commission on turnover in level 3
 - 2% commission on turnover in level 4
 - 1%, commission on turn over from level 5 to 10 each.These percentages will be based on a calculation based on billing turnover of a Direct Seller as described by AGRO.
Note : Turnover will be calculated based on purchase price not on sale price

2.The Direct Seller will get his/her earnings from AGRO business (pay out) in the form of a bank transfer a regular basis.

3.The Direct Seller shall be liable to follow the terms & conditions described by AGRO to retain his/her club levels of Direct Seller at AGRO business.

CLUB LEVEL

4.The Direct Seller shall agree with all the terms & conditions put forward by AGRO and also promises to follow the terms and conditions without making any manipulations in them, while joining AGRO

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Obligations of Direct Sellers

1. Direct Seller engaged in direct selling should carry their identity card and not visit the customer's premises without prior appointment/approval;
2. At the initiation of a sales representation, without request, truthfully and clearly identify themselves, the identity of the direct selling entity,

the nature of the goods or services sold and the purpose of the solicitation to the prospective consumer;

3. Offer a prospective consumer accurate and complete explanations and demonstrations of goods and services, prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service;
4. Provide the following information to the prospect / consumers at the time of sale, namely:
 - a. Name, address, enrolment number, identity proof and telephone number of the Direct Seller and details of direct selling entity;
 - b. A description of the goods or services to be supplied;
 - c. Explain to the consumer about the goods return policy of the company in the details before the transaction;
 - d. The Order date, the total amount to be paid by the consumer along with the bill and receipt;
 - e. Time and place for inspection of the sample and delivery of good;
 - f. Information of his/her rights to cancel the order and / or to return the product in saleable condition and avail full refund on sums paid;
 - g. Details regarding the complaint redressal mechanism;
5. A Direct Seller 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 law.
6. A Direct Seller shall not:
 - a. Use misleading, deceptive and / or unfair trade practices;

Use misleading, false, deceptive, and / or unfair recruiting practices,

b. 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;

Present any advantages of Direct Selling to any prospective Direct

d. 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 the Direct Selling entity and the Direct Seller, or the goods and / or services being sold by such Direct Seller which is false and / or misleading;

f. Require or encourage Direct Sellers recruited by the first mentioned Direct Seller to purchase goods and / or services in unreasonably large amounts;

Provide any literature and / or training material not restricted to

g. collateral issued by the Direct Selling entity, to a prospective and / or existing Direct Sellers both within and outside the parent Direct Selling entity, which has not been approved by the parent Direct Selling entity;

Require prospective or existing Direct Sellers to purchase any

h. literature or training materials or sales demonstration equipment.

Termination:

In case the Direct Seller fails to make sales of goods or services for a period of 2 (two) years since the Agreement was entered into or since the last sale made by the Direct Seller, or he/ she found doing any activities which is against the policy of ARGOS or against this agreement, ARGOS shall have right without any obligation to terminate this Agreement.

If a direct seller is found to be involved in any anti-company activities, then he will be suspended and will be entitled for the clarification to the company officials. Failing to do so will cause the termination of that direct seller. The commission generation will be stopped immediately after suspension.

In case of the financial year ending on 31st March, the direct sellers with a commission less than Rs. 900 will be marked as 'Inactive Direct Sellers'.

If a direct seller has a commission less than Rs. for 12 months then those dues will be forfeited and that direct seller will be marked as blocked.

Grievance Redressal Mechanism:

It is the intention of AGRO that legitimate consumer's concern should be brought to the attention of AGRO so that same may resolved amicably without any delay therefore to enhance the spirit of open communication and fair treatment, AGRO has constituted Grievance Redressal Committee whose composition and nature of responsibilities shall include:

The Grievance Redressal Committee shall consist of at least three officers of the direct selling entity.

The Grievance Redressal Committee shall address complaints and shall inform the complainant of any action taken.

I, _____, a Direct Seller of AGRO, herewith agree and accepts all the teams and obey and abide by the terms and conditions given by AGRO.

Date :

Place:

Time :

