



# KEVA KAIPO INDUSTRIES PVT LTD

Plot No- 18-19, Sahnewal Dehlon Road, Village Tibba, Ludhiana -141120(Punjab)  
Phone No. : +91 161 5207000, e-mail: [support@kevaindia.org](mailto:support@kevaindia.org) www: kevaind.org

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ID. No.

## DIRECT SELLER APPLICATION FORM

### 1. Sponsor Information

Referral ID \*

Introducer ID \*

Up line ID \*

Up Line Name \*

Position \*

☐

Left

☐

Right

### 2. Personal Information

Name:

Date of Birth

Fathers Name:

Sex

☐

M

☐

F

Address

City

District

State

Phone No.

Pin Code

Mobile No.

Email Address

### 3. Occupation Information

Occupation

Bank Name

Branch

Account No.

A/C Type

Pan No.

GST No.

Voter Id No.

DL. NO.

IFSC Code

### 4. Nominee Information

Nominee Name

Nominee relation

### 5. Undertaking

I/We undertake that I/We have understood the use of the product and the Sales & Marketing plan with a clear state of mind. I/We, am/are enrolling as a Direct Seller of Keva Kaipo Industries Pvt Ltd and state that I/We have read and accepted the Policy & Procedures and Terms & Conditions and I/we will not share any confidential data/login credentials with anyone under any circumstances. I/We further certify that all the information written here is true and correct. I/We will operate my/our business by buying products on my/our own expenses (b). I/We will not make any claims, representation or any statement about the products other than stated in the official company literature (c). I/We will indemnify Keva Kaipo Industries Pvt Ltd against any liability arising from any false claims/ commitments and representations or any unethical statement made by me/us. (d) I/We agree to abide by the Sales & Marketing Plan, Terms & Conditions, Policy and Procedures as set for in the Literature and Manual of Keva Kaipo Industries Pvt Ltd or any circular that may be printed periodically (e). I/We understand that my distributorship may be revoked, should I/We fail to comply with the above stated conditions. All the disputes are subject to Ludhiana Jurisdiction only.

Direct Seller Signature

Date

**I/We hereby confirm that the above information and details entered by me/us are accurate and correct and the documents uploaded are the documents that are in my/our name and Keva Kaipo Industries Pvt Ltd would not be liable under any circumstances if any particulars or information provided by me/us is found incorrect. I am aware that Keva can take legal recourse against me in case any information provided herein is found to be untrue or false.**

**I hereby declare that to the best of my knowledge and belief, all information given in this application is true.**

## **Terms and Conditions**

These terms and conditions are construed in accordance with the model Direct Selling Guidelines issued by the Govt. of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs vide F.No. 21/18/2014-IT (Vol-II) dated 9th Sept., 2016 read with Indian Contract Act, 1872 and supersedes any prior terms and conditions, discussions or agreements between Company and Direct Seller. These Terms and Conditions are to be read together with the Keva Direct Seller Registration Form. They become binding if and when Keva, in its sole discretion, accepts the Application pursuant to acceptance of Keva Policy and Procedures.

### **1. Definitions:**

- (a.) Direct Seller: shall mean a person appointed by Keva on a principal-to-principal basis through this Direct Seller Contract to undertake sale, distribution and marketing of Keva products and services and to register Prospect/Customers within the Territory. A Keva Direct Seller may introduce or sponsor further levels of Direct Sellers and support them to build their direct selling business of Keva goods & services.
- (b.) Direct Seller Contract: in accordance with Keva Rules shall mean and include the following:
  - i. The Direct Seller Application Form; ii. These Terms and Conditions forming part of the Direct Seller Application; iii. The Keva Sales and Marketing Plan; iv. The Keva Policy and Procedures; as amended from time to time. Keva shall notify any such amendments on its website, [www.kevaind.org](http://www.kevaind.org)
- (c.) Saleable: shall mean marketable, unused, not expired, not seasonal, discontinued or special promotional products and/services.
- (d.) Territory: shall mean the Republic of India.
- (e.) Effective Date: shall mean the date of submission of the duly filled Direct Seller Application, subject to approval by Keva Kaipo Industries Pvt. Ltd.

**2. Cooling Off Period:** shall mean the duration of the time counted from the date when the Direct Seller and the direct selling entity (Keva Kaipo Industries Pvt Ltd.) enter into the agreement under clause 4 of the Direct Selling Guidelines and subject to Keva Policy & Procedures and clause 9 here in, mean a period of 30 days from the date of acceptance of this Direct Seller application by Keva within which period any new Direct Seller shall be entitled to terminate this Contract without penalty and be entitled to full refund of price of products or materials purchased from Keva upon return of such products or materials in saleable condition.

**3. Direct Sellership / Direct Selling:** Keva appoints, as of the Effective Date, the individual/entity identified in the above Direct Seller form, or if applicable, the legal entity listed therein (the "Entity") defined under Clause 1(7) of Direct Selling Guidelines of 2016, as a Direct Seller of Keva Products and services, and the Applicant (hereinafter individually or collectively referred to as the "Keva Direct Seller") agree(s) to such appointment. As of the Effective Date and upon receipt of ordering information and completion of any required formalities, the Direct Seller may, on a non-exclusive basis, within the Territory as may be communicated by Keva, and otherwise in accordance with the Direct Seller Contract, purchase Keva Products from Keva in order to sell, distribute and market the same, and also register Prospect/ Customers.

**4. Duration:** This Direct Seller Contract, shall remain valid and continue to remain in full force for a period of TWO (2) YEARS unless terminated earlier by either Party with the prior notice of 30 days in such instance and on such terms where, a Direct Seller is found to have made no sale of goods or services for a period of up to 2 years since the Executions/ Entering into the Contract/ Agreement.

**5. No Employment Relationship:** The Direct Seller 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 Direct Seller to act as a procurer, broker, commercial agent, contracting representative or other representative of Keva. When purchasing and selling Keva Products, the Direct Seller shall operate as an independent representative, acting in his/her/their own name, at his/her/their own responsibility and for his/her/their own account

**6. No Assignment:** This Direct Seller Contract is intuited personae entered into on a personal basis, and neither this Direct Seller Contract nor any of the rights or obligations of the Direct Seller/s arising hereunder may be assigned or transferred without the prior written authorization of Keva Kaipo Industries Pvt. Ltd.

**7. Payments and Bank Accounts:** Keva will make all payments on account of commissions, discounts, returns or refunds etc. through bank transfer in favor of the Direct Seller Applicant/Entity only as per the details provided in the Direct Seller Form or as may be updated by the Direct Seller in writing from time to time as the Keva Kaipo Industries Pvt Ltd believes in and promotes digital transaction. The bank account must be opened and operated in full compliance with Indian law, including with respect to applicable foreign exchange laws.

**8. No Cosmetics or Healthcare Advice provided:** The products, information, services and other content provided on and through this website, including without limitation any products, information, services and other content provided on any Linked Site, are provided for informational purposes only to facilitate discussions with your beauticians or other healthcare professional (collectively, "Cosmetics Professionals") regarding usage options. The information provided on this website and Linked Sites, including without limitation information relating to products and treatments is often provided in summary or aggregate form. It is not intended as a substitute for advice from your Cosmetic Professional, or any information contained on or in any product label or packaging. No healthcare advice, recommendation, or opinion is offered on this website.

### **9. Obligations of Direct Sellers:**

- (a.) The Direct Seller shall not sell any Keva Product or service for a price exceeding the Maximum Retail Price mentioned on the labels of the Keva products.
- (b.) The Direct Seller 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 Direct Seller shall be responsible for obtaining any applicable registration, license, franchise, approval, permission or authorization, a copy of which shall be provided to Keva upon request.

**(c.) Direct Sellers for Keva shall:**

- i. always carry their identity card provided by Keva when meeting customers/prospects/ other direct sellers and not visit the customer's/Prospect's premises without prior appointment / approval;
- ii. truthfully and clearly identify themselves and state the purpose of solicitation to the prospective customer/Prospect and state the identity of Keva,
- iii. 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, Sales and Marketing plan, etc.;
- iv. provide the following information to the prospect / customer at the time of sale, namely:
  - a) Name, address, registration number or enrollment 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 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;

v. Subject to applicable legal requirements, maintain proper books 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.

**(d.) Direct Sellers for Keva shall not:**

- Use misleading, deceptive or unfair trade practices for sale or recruitment of prospective Direct Sellers which shall lead to violations of consumer rights protected under Consumer Protection Act, 2019;
- Make any factual representation to a Prospect that cannot be verified or make any promise that cannot be fulfilled;
- Present any advantages of Direct Selling to any Prospect in a false and / or a deceptive manner;
- Knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the Direct Selling operation, including Sales and Marketing Plan and agreement between Keva and the Direct Seller, or the goods and / or services being sold by such Direct Seller which is false and / or misleading;
- Require or encourage other Keva Direct Sellers to purchase Keva products or services in unreasonably large quantities;
- provide any literature and/or training material, not restricted to collateral issued by Keva, to a Prospect and/or existing Direct Seller which has not been approved by Keva;
- Require Prospect or existing Direct Seller/s to purchase any literature or training material or sales demonstration equipment/ business kit.

**(e) A Direct Seller must strictly adhere to, inter alia, the Keva Policy and Procedures for Keva Direct Sellers.**

**10. Termination Policy:** The Direct Seller may without assigning any reason, after giving written one-month prior notice to Keva to terminate this Contract and this contract would be terminated automatically. A Direct Seller shall not be entitled to purchase Keva products or services upon serving the notice.

**(a.) Keva may terminate this Direct Seller Contract forthwith in case:**

- i. the Direct Seller violates the provisions of the Code of Ethics or the Rules of Conduct
- ii. for the breach of any provision herein including but not limited to non-compliance to the Keva Policy and Procedures, Sales and Marketing Plan, Rules of Conduct, etc;
- iii. for the breach of Direct Selling Guidelines published by the Government of India or any State Government or any applicable law thereof.;
- iv. due to misrepresentation by the Direct Seller to any customer/Prospect ; or
- v. due to legal, regulatory or other developments that require material operational changes within the Territory, in which case Keva may, if regulatory conditions allow, endeavor to restructure the contractual relationship with the Direct Seller on such terms and conditions as are then practical and legally permissible.

**(b.)** Keva shall also have the right to terminate this contract by giving one-month prior notice in writing at the instance if the Direct Seller fails to make any sales of Keva products or services for a period two years or since the date of last sale made by the Direct Seller.

**(c.)** Keva may, from time to time, amend any of the documents comprising the Direct Seller Contract in order to comply with the changing laws that apply to Keva through notice on its website, [www.kevaind.org](http://www.kevaind.org). If the Direct Seller 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 one month prior written notice to Keva. Otherwise, the Direct Seller's continued relationship with Keva constitutes an affirmative acknowledgment by the Direct Seller of the amendment(s), and his/her/their agreement to be bound by the same.

**(d.)** Direct Seller shall be provided with buy back policy for currently marketable goods or services sold to Direct Seller, on the request of the Direct Seller made in written notice to Keva Kaipo Industries Pvt. Ltd.

**11. Linked Site/s:** Linked sites are sites to which direct seller may redirected from any link given on our website i.e. kevaind.org and kevadeals.com. Linked Sites are sites which are not operated by Keva and it has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

- 12. Network of Direct Sellership:** Network of Direct Sellership means any system of distribution or marketing adopted by Keva to undertake direct selling business and includes a network of Direct Sellers at different levels of distribution, who may recruit or introduce or sponsor further levels of Direct Sellers, who they then support.
- 13. Refund or Buy Back Policy:** - We observe an irreversible 100% satisfaction guarantee on our products. If a customer/Direct Seller is not completely satisfied, he/she may return such products to the company within 30 days of its purchase. Please refer to policy and procedure for details.
- 14.** The Direct Seller agrees that he/she shall not indulge in any kind of depository or money laundering activities.

**By clicking here, you agree to abide by the Terms & Conditions constituting this electronic record.**

#### **ACKNOWLEDGEMENT**

I/We hereby affirm that I/We are 18 years of age or older and are fully competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Terms and Conditions, and to abide by and comply with the same.

I/We acknowledge that I/We have thoroughly read this Terms and Conditions before submitting this form and agree to abide by all of its provisions.

Company may at any time revise these Terms and Conditions by updating the same on this website. All Keva Direct Sellers are bound by any such revisions and should therefore periodically visit the Keva web page to review the current Terms and Conditions to which I will be bound.

The Applicant hereby states that the documents uploaded along with the form are not defamatory, threatening, obscene, harassing, or otherwise unlawful or illegal information or material of any nature, including text, graphics, video, programs or audio. Submitting material with the intention of committing or promoting an illegal act will attract legal action from Keva.

**Applicant Name:**

**This Direct Seller Application along with its Terms & Conditions constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures and is binding on the parties named herein above and Keva Kaipo Industries Pvt. Ltd.**