

SHIPPING POINT REGISTRATION FORM

1 PERSONAL INFORMATIONS OF THE APPLICANT :-

1. Name of The Applicant: _____ Direct Seller ID _____
2. Father's /Husband's Name: _____
3. Occupation: _____ Qualification: _____
4. Date of Birth : _____ Email ID : _____
5. Bank A/c No: _____ Ifs Code : _____
6. Name and address of the Bank : _____
7. Pan : _____
8. Present Residential Address : _____
City _____ Post _____ Tehsil _____ Distt. _____ State _____ Pincode _____
Phone no. (With STD Code): _____ Mobile No. _____
9. Permanent Residential Address : _____
City _____ Post _____ Tehsil _____ Distt. _____ State _____ Pincode _____
Phone no. (With STD Code): _____ Mobile No. _____

2 INFORMATION RELATED TO SHIPPING POINT PLACE OF SHIPPING POINT AND

1. Name of Shipping Point : _____
2. Complete Postal Address of the Shipping point: _____
City _____ Post _____ Tehsil _____ Distt. _____ State _____ Pincode _____
Phone no. (With STD Code): _____ Mobile No. _____

General description of Shop/Showroom/Building etc. where shipping point 's set up is proposed :-

- * Whether proposed premises is owned/Ralative/leased/rented :-
- * Total Area and Constructed Area :-
- * Present population of the place where shipping point set up is proposed :-

3 Name,Address, Distance and other relevant dataills of existing SHIOPING POINT's already established

at the place of proposed SHIOPING POINT, if any :-

- * _____
- * _____

4. Name of the nearest Depot, from the proposed SHIPPING POINT :- _____

5. Name, address, contact no. and nature of relationship of the person who will manage/ operat the
propose shipping point (if different from the applicant :-)

6. TIN of SHIPPING POINT :- _____

Signature of the Applicant _____

3 Declaration by applicant

I I hereby declare that the statements made by me in this shipping point application cum allotment form are true to the best of my knowledge and belief and complete in all respects.

li I understand that any information furnished in the application, if found incorrect are false will render me liable for any penal action or other consequences as may be prescribed in law or otherwise warranted.

lii I agree that this shipping point application cum allotment form and declarations shall be the basis of the contract between me and asr online marketing private limited.

iv I also declare that any changes in the information given above after the submission of this would be conveyed to asr online marketing private limited.

v I have read and clearly understood the terms and conditions of this shipping point application cum allotment form, printed overleaf and I undertake to abide by and follow them strictly.

Date :- _____

Place :- _____

Signature of the applicant

4. declaration (direct seller)

I we hereby declare that the statements furnished in this shipping point application cum allotment form are true to the best of our knowledge and belief and complete in all respects

li we also declare that we know the applicant since _____ and confirm that the applicant is able to enter into any agreement or contract with the company. he is honest, reliable and capable to operate/manage company's shipping point, if allotted. we also undertake his complete responsibility, both in present and future and without dispute or claim.

Signature

Direct seller name _____

Id _____

Signature of the applicant

name _____

I'd _____

TERMS & CONDITIONS

The standard terms and conditions forming part of "shipping point" application cum allotment form for regular and online business are stipulated as under.

WHEREAS in such terms & conditions, the term "Company" denotes "Asr online marketing private limited." , a company incorporated under the Companies Act, 2013 with its CIN U52599CT2020PTC010122 and Registered Office at Lohrindipa post lambar block basna dist mahasamund Chhattisgarh 493558 India

The term shipping point And the term Shipping point holder denotes successful applicant of shipping point.

WHEREAS the Company is engaged in marketing and distribution of various types of goods and products through "Direct Selling" system under the brand name of " Asr online marketing private limited". The company has undertaken a plan to expand its business throughout the country. The Company has considered it necessary to allot "shipping point" throughout the country to strengthen its sale and distribution network. These shipping point will be operated and managed by the shipping point Holders at their cost and expenses. The Company will supply its products for sale & distribution to such shipping point. The Company also owns a domain (website) www.asronline.in for facilitating online sales and purchase of products offered by the company. The direct sellers, registered Buyer and guest Buyer can avail the online ordering facility through this portal and shipping point registered under this shall operate as distribution point for such purchases.

The terms and conditions for operation and management of aforesaid by the Shipping point by the shipping point holder are stipulated as under :-

1. Shipping point holder shall work consciously in a professional manner for the sale and distribution of companies products.
 - Shipping point Holder shall totally concentrate over sale and distribution of Company's products. He shall not involve in any other business/employment of similar nature either directly or indirectly.
 - Shipping point Holder shall neither permit nor involve directly or indirectly in operation/management of any other business/activity of similar nature at the place/territory allotted to Shipping point.
 - Shipping point Holder shall not change the name, address and other arrangements of allotted Shipping point as stated in its agreement without written permission of the Company.
 - Shipping point Holder shall be responsible to arrange covered, specified and segregated shop/showroom at the place of Shipping point. In case of rented premises, he shall also be responsible to pay rent and other charges including the local taxes etc out of his pocket. He shall also be responsible to arrange necessary furniture & fixtures, electric installation, computer & software, printers, telephone and internet connections, manpower, electricity & water Connections, interior and exterior decoration, displays etc. as per the guidelines of the Company for the Shipping point at his costs.

- Shipping point Holder shall undertake to keep open the Shipping point, from 10.00 a.m. to 8.00 p.m. on all working days and shall provide adequate time and response to all Direct Sellers of the Company.
 - Shipping point Holder shall provide computerized invoices to all purchasers through its official login ID allotted by the Company.
 - Shipping point Holder shall be responsible to make all sales strictly in accordance with the Company's guidelines. He shall also be responsible to provide complete and detailed information of the Company's promotional schemes and its benefits to all purchasers adequately but he shall not provide special discounts to anybody, without written permission of the Company.
 - Shipping point Holder shall appoint qualified and competent staff and who are employed solely by Shipping point Holder and not by the Company. Shipping point Holder is solely responsible for hiring, training and discharging employees and setting their wages and terms of employment. PUC Holder shall comply with all applicable laws and regulations, including, but not limited to, workers' compensation laws. Shipping point Holder shall require employees to wear such uniforms or attire as the Company prescribes periodically, and otherwise comply with the ongoing system standards.
 - Shipping point Holder and/or his employees shall attend the company's free-of-charge training intended for obtaining invitation.
 - Shipping point Holder shall store the product at temperatures to maintain product shelf-life. The package/pallet integrity should be maintained throughout the storage period to maintain the condition of the finished product.
 - Shipping point holder shall be liable to act in way that none of its activity is harmful for the company's interest.
2. Shipping point Holder shall not assign, mortgage, hypothecate, sublet or otherwise part with possession or create any right in third party rights in the allotted.

Shipping point without prior written consent of the Company.

3. Shipping point holder shall observe and comply with all laws ,rules& regulations etc. for the time being in force. In case of any default, he shall be personally liable.
4. Shipping point Holder shall maintain and keep in possession adequate stock of Company's products for sale and distribution. In case of paucity of adequate stock, Company reserves the right to terminate his Shipping point with immediate effect without any notice.
5. The Company also reserves the right to allot the Shipping point to anybody else at the same place as per its free will. The Company has absolute discretion to appoint additional Shipping point Holder/s at the same place without any notice to existing Shipping point Holder.
6. In all cases Company will acknowledge only the payments, received either by directed posit /RTGS/NEFT or online fund transfer to the Company's Bank A/c.
7. If the Shipping point Holder receives any product whose "Best Before Date/Expiry Date as printed over it is very short and the sale and/ or distribution of such products is not practicable before the "Expiry Date", he shall intimate the Company immediately in writing on receipt of such products and shall take all necessary steps as per directions of the Company. In case of default, the Company shall not be responsible for any loss or damage incurred. It will be the sole responsibility of the

Shipping point Holder to deliver the products well before their expiry date so that Buyer can properly use the product. The Shipping point Holder shall not sale the products after the expiry date / period mentioned thereon. The company shall not be responsible for any damages for such sale and the Shipping point Holder shall alone be responsible for the consequences.

8. Shipping point Holder shall prepare and maintain all requisite books of accounts e.g. journals, ledgers, registers, invoices, returns, challans etc. and statutory records. The Company reserves the right to carry audit of such records at any time without notice to Shipping point Holder. The Shipping point Holder shall be responsible to cooperate with them and provide them all facilities, documents and information required to carry such audit.
 9. Shipping point Holder shall prepare and forward to the company various reports and information that the company deems necessary.
 10. Shipping point Holder shall follow FIFO method for product rotation/inventory control and accounting.
 11. Shipping point Holder shall have no right to claim damages for delayed/defective supplies against the Company in any case. The company will arrange for timely availability of goods with the Shipping point Holder to enable him for timely delivery of the goods booked online by the user. The availability of goods shall be subject to force majeure and any other seen and unforeseen business circumstances.
 12. Shipping point Holder will have to make an interest free (refundable) Security Deposit of minimum Rs. 10,000/- (Rs. Ten Thousand only) to the Company along with this duly sealed and signed application form.
 13. Company will reimburse only the actual VAT paid by the Shipping point Holder subject to the condition that such claim for reimbursement is submitted by the Shipping point Holder within 15 working days of filing of respective VAT return. No claim will be entertained after the said period.
 14. Shipping point Holder shall also perform the following tasks related to online business of the company generated through www.asronline.in
- Shipping point Holder shall be solely responsible for the collection of amounts due from the Buyers who have made online order on www.asronline.in.
 - Shipping point Holder will ensure timely delivery of the product to the user. He will make a maximum of two attempts to deliver order. In case the
 - Buyer is not reachable or does not accept delivery of products in these attempts, then the Shipping point Holder reserves the right to cancel the order(s) at his discretion and intimate the company immediately.

- Shipping point Holder shall facilitate the return or exchange of the product booked online by buyers as per the return or exchange clause mentioned in "Terms of Use" for www.asronline.in
 - Shipping point Holder shall submit his claim for the expenses incurred in relation to swapping machine within 30 days of receiving swapping machine monthly statement. No claim will be entertained after the said period.
 - Shipping point Holder will deliver the product as per the ordered quality, quantity and packaging. Shipping point Holder remains responsible for overall quality, timely delivery and cost of delivery.
 - Shipping point Holder shall issue the tax invoice to the user with the total price for the Goods inclusive of all taxes.
15. In case of any dispute with a buyer regarding quality of products etc., the Shipping point Holder shall intimate the facts to the Company immediately and the Company will suggest the appropriate action in the facts and circumstances of the case.
16. In no event the company shall be liable to Shipping point Holder or any buyer for any lost Profits or savings, consequential, incidental, special or punitive damages arising from use, misuse, or inability to use products.
17. The Company shall terminate/revoke allotted Shipping point with immediate effect and without any notice to Shipping point Holder in following and other circumstances :-

* If Shipping point Holder is declared insolvent or there is likelihood of his becoming bankrupt, or

*He incurs heavy debts, or

*He breaches any of the terms & conditions stipulated herein and fails to rectify the same or fails to fulfil his duties and obligations despite

of directions of the Company within 30 days, or

*He is directly or indirectly involved in any activity dormant to Direct Sellers ID, or

*Any other condition as the company may deem fit.

Such termination/revocation shall be without prejudice to any right of remedy of each party.

However, the Company reserves the right to confiscate

all payables of the Shipping point Holder, may it be cash or kind.

Upon termination/revocation of Shipping point for any reason: -

*The relationship between the parties shall immediately come to an end.

*Any obligation which shall expressly or by implication is intended to remain in force even after the termination/revocation shall be given effect in letters and spirit.

18. In case of expiry or earlier termination of Shipping point Holder's agreement with the Company, the Shipping point Holder shall deliver to the Company forthwith and

without delay the unsold stock in good saleable condition and the expiry or "Best Before Date" has not elapsed along with all books of accounts and

other documents related to the Company. However Shipping point Holder shall also be responsible to fulfill all pending orders or enquiries, until the final settlement of accounts takes place and NO DUES CERTIFICATE is issued by the company.

19. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure.

Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming

Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of

government, governmental acts, injunctions, labour strikes, adverse climatic conditions, power outage, failure of performance by a third party (not

due to any act or omission by either Party) or any other cause beyond the reasonable anticipation and control of either Party to this Agreement

despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the

effects thereof are not attributable to a Party's failure to perform its obligations.

20. Shipping point Holder will, at his costs, indemnify, defend and save the Company and its affiliates, successors and assigns, and the officers, directors, members,

managers, shareholders, administrators etc. from and against any and all claims, demands, actions, suits, judgments and liabilities of any kind and

character whatsoever (collectively, "Claims") for damages arising from personal injury or property damage caused by the Shipping point Holder or anyone for

whose acts the Shipping point holder may be held responsible, then the Shipping point Holder shall indemnify the company and fully reimburse any loss, damage or

expenses, including the attorney's fees provided the claims arise out of or in connection with breach of any representation or warranty by the Shipping point

Holder or arise due to performing such acts or deed due to which any claim is brought against the company by any third party. Shipping point Holder agrees

to fully cooperate with Company in the defence of such Claims.

21. Nothing contained herein shall be deemed to make Shipping point Holder as a business partner or joint venture or agent or partner of Company for any purpose.

22. All relevant information and documents related to the Shipping point Holder will be published by the Company on its official website i.e. www.asronline.in Shipping point

Holder shall update himself by visiting the Company's website regularly and act accordingly.

23. The failure to exercise any right by the Company provided herein shall not be deemed waiver of such rights.

24. If any clause of the terms and conditions shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and

shall not affect the validity and enforceability of the remaining terms and conditions of "Shipping point Application cum Allotment Form for Regular/Online

Business".

25. The terms & conditions stipulated herein are subject to revision by Company from time to time. The Company reserves the right to append new

term/s & conditions or to modify/delete/amend the terms & conditions, stipulated herein and no disagreement will be entertained by the

Company.

26. That the company reserves all the rights to add, delete, amend, and alter any of the terms and conditions of this application form without any prior

notice, on retrospective basis also. All such future changes shall be binding to all existing SHIPPING POINT HOLDERS. Such changes shall be updated online by

the company. SHIPPING POINT HOLDERS shall be liable to keep themselves update with the changes made by the company.

27. In case any dispute arises among the parties hereto out of or in relation to or in connection with this agreement, of the breach, termination, effect,

validity, interpretation or application of this agreement or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising

Every shipping point holder shall obtain goods and service tax registration, Permanent Account number registration, all applicable trade registration and licenses and comply with the requirements of applicable laws, rules and regulations for sale of a product;

out of, consequent to or in connection with this agreement, the same shall be referred to a Sole Arbitrator identified and nominated by the

Company. The decision of the arbitrator shall be final and binding upon the parties. The venue of the arbitration proceedings shall be Saraipali

(Chhattisgarh) only. The arbitration proceedings shall be in English language and shall be governed by Arbitration and Conciliation Act, 1996.

28. The terms & conditions stipulated herein shall be governed by and construed in accordance with the laws of India and under exclusive jurisdiction

of the Courts in Saraipali.

I verify that I have read and understood the terms & conditions stipulated as above and hereby undertake to be with them strictly.

Date-----

Place-----

Witnesses :-

Signature of the applicant

Name-----

Signature

Name-----

Address-----