



# Contract Agreement: Terms and Conditions of Being a SHPL Logistic Partner (LP)

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This agreement is made in Kaikhali, Kolkata, North 24 Parganas District of West Bengal on **<DD/MM/YYYY>** between **M/s Saarvasri Herbs Pvt Ltd. (“SHPL”)**, a company incorporated under the companies Act, 1956 having its corporate office at 8/286, Ground Floor, VIP Road, Block K 10, Kaikhali, District North 24 Parganas, Kolkata 700052, West Bengal, hereinafter interchangeably referred to as the **COMPANY** or simply **SHPL**, which expression shall unless repugnant to the context or meaning thereof shall include its successors and assignees,

**AND**

**<M/s Gallery Name>**, represented by its owner **<Gallery Owner Name>** having its permanent establishment with official address at **<Gallery Address>**, hereinafter referred to as the **LOGISTIC PARTNER (“LP”)** which essentially indicates either **Super Gallery, Gallery** or **Mini Gallery**, as the case may be, which expression shall unless repugnant to the context or meaning thereof shall include its successors and assignees,

**WHEREAS,**

**SHPL** is the manufacturer (both self and third-party contract manufacturing) of over 300 fast-moving consumer goods (FMCG) across a wide range of product categories that include health & wellness, personal care, home care, kitchen care, Agro-care, animal care and other lifestyle products, which it sells directly to its Registered Customers, called the **Preferred Customers (PCs)** and indirectly to its Retail Customers through a network of independent direct sellers called **Independent Business Owners (IBOs)** across India, strictly adhering to The Consumer Protection (Direct Selling) Rules 2021;

Further, **SHPL**, for its ease of operations, more specifically to make its high-selling and much in-demand products readily and efficiently available to its valued Preferred Customers as well as Independent Business Owners pan India, has divided its operational territory India into 5 strategic regions namely north region, east region, north-east region, west region and south region with regional warehouses at the following locations, which may change from time to time, where it maintains adequate amount of stock of all its products and its Stock Keeping Units (SKUs) at the regional level;

**North Region:** Saarasri Herbs Pvt Ltd., Plot No. A - 236, Pocket-2, Sector-17 Dwarka, New Delhi 110078, New Delhi

**East Region:** Saarasri Herbs Pvt Ltd., 8/286, Ground Floor, Block K10, VIP Road, Kaikhali, Kolkata 70005, West Bengal

**North East Region:** Saarasri Herbs Pvt Ltd., Village Chakardeo, (Daochatal), Gorkha Road, Nepali Para, Near to Dipar Bil, Guwahati 781035, Assam

**West Region:** Saarasri Herbs Pvt Ltd., Shop No.17, Broadway Shopping Centre, Dr. B A Road, Dadar East, Mumbai 400014, Maharashtra

**South Region:** Saarvasri Herbs Pvt Ltd., No. 6, Huskur Road, Dasanapura, Hobli Makali, Bengaluru 562123, Karnataka

**WHEREAS**

**<Gallery Owner Name>** who represents **<Gallery Name>** is an **Independent Business Owner (IBO)** of SHPL, who essentially is an Indian citizen aged above 18 years who has submitted valid KYC (Know Your Customer) documents that include PAN (Permanent Account Number) and Aadhaar Card to SHPL and the one who has fully read, understood and agreed to adhere to the **Contract Agreement: Code of Ethics and Code of Conduct** of being an Independent Business Owner of SHPL, hereinafter referred to as an **IBO** which expression unless repugnant to the context hereof, include its nominee;

**WHEREAS,**

Opting to become a **Logistic Partner (LP)** in the capacity of either a **Super Gallery, Gallery** or **Mini Gallery** of SHPL, commonly referred to as **Gallery**, is nothing but opting to become a part of the supply-chain management system of SHPL at the local level, wherein, SHPL offers its IBOs an opportunity to buy and stock any of its products, as per the choice of the gallery owner, in bulk quantity, commonly referred to as the inventory, at a special price called the **Gallery Price (GP)**, to be strictly sold only to its existing as well as prospective Preferred Customers as well as Independent Business Owners for either personal use and/or for legitimate retailing at either Distributor Price (DP) or Maximum Retail Price (MRP), as the case may be, strictly as per the pricing policy of SHPL using its in-house software, as per the following provisions of this Contract Agreement: Terms and Conditions of operating a SHPL Logistic Partner (Super Gallery, Gallery or Mini Gallery);

1. **Relationship between SHPL and its Galleries (Super Gallery, Gallery & Mini Gallery):** Gallery is not an agent, employee or legal representative of SHPL but simply an independent contractor specifically appointed for efficiently dispensing SHPL products to its preferred customers as well as independent business owners for either personal use or for legitimate retailing at distributor

price or maximum retail price, as the case may be, strictly as per the pricing policy of SHPL using its in-house software. Galleries do not have any authority to assume or create any obligation or responsibility on behalf of SHPL or bind SHPL in any manner, whatsoever. Galleries further agree that if any third party registers any claim against SHPL due to any act or omission by galleries, that is contrary to the above-acknowledged relationship or any other term hereof, in such situations, galleries shall hold SHPL harmless from any such claims.

2. **Gallery aspirant must be a SHPL IBO:** As a basic pre-requisite, a gallery aspirant must mandatorily be an active IBO of SHPL, strictly adhering to the Contract Agreement: Code of Ethics & Code of Conduct of being an Independent Business Owner. Additionally, a gallery aspirant must also purchase reasonable amount of SHPL products to familiarize with the product quality, pricing, benefits and ordering process as a part of the SOP (Standard Operating Procedure) of smoothly operating a gallery.
3. **GST Number:** A gallery aspirant must mandatorily have a valid GST number in the very same name of the applied gallery name, which must be a legally established entity such as proprietary firm, partnership firm, trust, LLP, private limited or limited company or in the individual name of the gallery aspirant with valid KYC documents. Gallery application without a valid GST number will not be processed further and categorically rejected.
4. **Other Statutory Requirements:** A gallery aspirant must ensure he / she are in possession of all types of applicable licenses, permits and permissions for seamlessly operating as a gallery from his / her premises, which must be duly obtained from all the concerned local / state / central authorities as per the prevailing laws that also include FSSAI compliance.
5. **Well Informed about SHPL:** A gallery aspirant must be familiar and fully informed about the Direct Selling business model of SHPL, including the company background, its products, compensation plan and 'SHPL Education', its comprehensive training and support system.

- 6. Product Distribution:** A gallery aspirant must be fully aware that SHPL appoints 3 types of galleries i.e. super gallery, gallery and mini gallery, pan India, primarily to facilitate efficient and timely delivery of its products to preferred customers as well as independent business owners for either personal use and / or for legitimate retailing at distributor price or maximum retail price, as the case may be, strictly as per the pricing policy of SHPL using its in-house software, in a pre-defined specific area against which SHPL pays a fixed percentage of sales commission on the order amount to gallery on every single sales order.
- 7. Gallery Office and Infrastructure:** A gallery can be operated from any type of office infrastructure such as an owned or leased or rented office or also from home. However, all kinds of expenses incurred towards such an infrastructure that may include rent, furniture, electrical fittings, other fixtures, employees and all kinds of office automation expenses must be borne by the gallery owner itself. SHPL does not reimburse any of the expenses mentioned herein, whatsoever. However, SHPL may provide the standard softcopies of the gallery branding, graphic designs and other soft tools, on demand, which may be prominently displayed as per the space, shape and size of the gallery office.
- 8. Digital Set-Up:** A gallery aspirant must have all the necessary digital infrastructure such as computer or desktop or a laptop with Wi-Fi or broadband Internet connection along with a printer.
- 9. Gallery Types:** Based on the amount of Base Inventory and also its actual requirement in a particular area, SHPL offers 3 different types of galleries as per the following chart:

Sl. No.	Gallery Type	Base Inventory Worth	Gallery Commission
1	Super Gallery (SG)	Rs.25,00,000/-	11%
2	Gallery (GL)	Rs.5,00,000/-	08%
3	Mini Gallery (MG)	Rs.1,00,000/-	05%

- 10. Base Inventory:** A gallery must begin its business operations by mandatorily buying initial stock of SHPL products of his / her own choice equivalent the above-prescribed amount called 'Base Inventory' i.e., Rs.25,00,000/- (Rupees twenty-five lakhs only) for Super Gallery, Rs.5,00,000/- (Rupees five lakhs only) for Gallery and Rs.1,00,000/- (Rupees one lakh only) for Mini Gallery. SHPL, at its discretion, reserves the right to modify the 'Base Inventory' norms on a case-to-case basis as per the customized business considerations. Kindly note, a gallery is free to order any one or a combination of multiple SHPL products of one's own choice, subject to standard master carton packing specifications purely for the ease of packing and transportation. The products will be shipped by SHPL to the official gallery address, as mentioned on its online application, free of cost. SHPL reserves the right to fix or revise the MOQ (Minimum Order Quantity) of a particular SKU as a part of the base inventory, from time to time.
- 11. Minimum Inventory Maintenance and Order Activation Limit:** Galleries will be entitled to activate sales orders of SHPL preferred customer and independent business owners to an extent of maximum 50% of their base inventory, after which they must mandatorily replenish their stock. In other words, galleries shall maintain a minimum of 50% of the base inventory in their galleries at any given point in time, without defeating the very purpose of appointing galleries, failing to which, it will be challenging to activate the sales orders from preferred customers and independent business owners. The base inventory of every gallery will be closely monitored by the Gallery Coordinators from SHPL corporate offices based on the sales projection in their area and the corresponding gallery must adhere to this policy in letter and spirit.
- 12. Replenishment:** Along with the minimum inventory maintenance policy, a gallery must regularly replenish the stock, subject to a minimum order quantity (MOQ) of Rs.15,000/- (Rupees Fifteen thousand only) for Mini Gallery, Rs.50,000/- (Rupees Fifty thousand only) for Gallery and Rs.1,00,000/- (Rupees One lakh only) for the Super Gallery for a free delivery to official gallery address. If the MOQ is less than the prescribed order amount, then the actual delivery charges may be applicable.

- 13. Gallery Commission:** SHPL pays sales commission up to 5%, 8% and 11% respectively for mini gallery, gallery and super gallery respectively on the total order amount. SHPL pays this sales commission in advance by enabling galleries to buy products at special Gallery Price (GP). In other words, Gallery Price is arrived at after deducting the % of sales commission a gallery is entitled for based on the gallery type. In short, the gallery sales commissions are prepaid.
- 14. Sales Commission Changes:** Gallery sales commission percentage may vary from product to product and / or from time to time which will be intimated by SHPL management to all gallery owners well in advance.
- 15. Area of Gallery Operations:** As a thumb rule, the exclusive area of gallery operation will be either a district, city, taluka or a particular area as discussed and confirmed in writing or through email during the time of gallery appointment, subject to a minimum area of 30 kms radius. However, this policy may change on a case-to-case basis, based on various parameters such as population density, multiple teams / networks of direct sellers promoting SHPL within the same area and after the mutual consent or a NOC (No Objection Certificate) from an existing gallery operating in that area in discussion with SHPL. Kindly note, all galleries must strictly adhere to the Contract Agreement: Code of Ethics and Code of Conduct along with The Consumer Protection (Direct Selling) Rules 2021 in letter and spirit and restrain from cross sponsoring any provisions of the said agreement. Any violation of this policy will be strictly dealt with and necessary action will be taken, upon written complaint from other direct sellers up to suspending the gallery operation without prior notice.
- 16. Gallery Business Turnover, Financial Feasibility and Profitability:** The responsibility to proactively promote SHPL galleries in a specific gallery area as per the business plan of SHPL and to generate sufficient number of product orders in order to ensure satisfactory turnover, financial feasibility and profitability lies solely on the gallery owner and his / her Line of Sponsorship (LOS). SHPL makes no commitment towards business development and sales order generation in a specified gallery area to ensure its profitably per se.

However, SHPL shall offer its training and support system, as per the policy of SHPL education and its management.

- 17. Multiple or competitor Direct Selling Company Galleries:** SHPL strictly prohibits its galleries to operate galleries, franchise, stock points, shoppe or whatever names they are called by, of any other direct selling companies. As a matter of fact, SHPL gallery applicant must transparently disclose to SHPL management if he / she has any past or current involvement, directly or indirectly, in stocking and representing products of any other competitor direct selling (network marketing / multi-level marketing) companies, may it be international or domestic, irrespective of the product range. If any SHPL gallery is found to violate this policy, SHPL reserves the right to appoint a new gallery in that area or terminate the existing gallery by giving a 15-day written notice.
- 18. How to Apply:** A gallery aspirant must first express his / her desire to own a SHPL gallery by filling up an online application form in the IBO Back Office with correct details including the GST Number and supporting business documents. Applicants that do not furnish authentic information will be summarily rejected.
- 19. Documents Submission:** A SHPL gallery aspirant, after online application, must mandatorily submit self-attested photocopies of all the business documents mentioned at the end of this agreement by courier to SHPL office, failing to which SHPL will not process the gallery application, whatsoever.
- 20. No Caution, Refundable, Non-Refundable Deposit:** A SHPL gallery aspirant does not have to pay any kind of caution, refundable or non-refundable deposit or any kind of franchisee, membership or registration fees whatsoever. Being a SHPL gallery is truly a privilege and honour to represent the finest quality SHPL products in your area. Hence, galleries will be allotted only to proactive IBOs of SHPL on a first-come-first-serve basis, subject to statutory compliance and to the complete satisfaction of SHPL Management.



- 21. Non-Transferrable:** SHPL gallery appointment is exclusive and non-transferable. Hence any and all rights, powers and responsibilities of a legally operational gallery cannot be sold, conveyed, transferred or assigned, in whole or in part, except as mentioned in this terms and condition agreement, to any other entity or individual.
- 22. Gallery Approval:** Once an online gallery application is submitted with the requisite information, the same will be verified by SHPL management and if it is found to be correct, it shall approve the same and issue a gallery code and password, which will be sent via e-mail and / or WhatsApp.
- 23. Payment Transfer of Base Investment:** Once the SHPL gallery application is successfully approved, it should be followed with transferring the corresponding gallery amount towards ordering and stocking the base inventory, which may be transferred to any of the company bank accounts within a maximum of 7 working days failing to which SHPL reserves the right to allot the gallery to other aspirants in waiting, in the same area.
- 24. G-Wallet:** Primarily, all financial transaction of a SHPL gallery will be carried out using an online G-Wallet (Gallery Wallet), which is nothing but conversion of your deposited amount into your own gallery wallet. To begin with, SHPL will convert the base investment into your G-Wallet, using which a gallery owner may order the base inventory of SHPL products of his / her own choice. Further, all replenishment amounts also will be converted into G-Wallet paving the way for you to place an online gallery order with ease.
- 25. Product Order:** Once SHPL receives and confirms the full payment towards the base inventory, the gallery must log in to the Gallery Back Office and order the desired products using the G-wallet as per one's own choice at Gallery price, which is determined based on your gallery type. Kindly note, based on your location and which region you fall under, your gallery orders will be dispatched from your respective regional warehouse, addresses of which are provided in this agreement, within 24 working hours.

**26. Product Delivery with GST Invoice:** SHPL shall dispatch all the product orders, directly to the registered address mentioned in the gallery application at its own cost along with a e-invoice, from its nearest regional warehouse. For galleries within the state where our regional warehouses exist, orders will be billed with applicable SGST & CGST while for galleries outside the state of the regional warehouse, products will be billed with applicable IGST.

**27. Gallery office and manpower:** In order to keep the operating costs low, mini galleries are allowed to be operated from home while galleries and super galleries must mandatorily have office space with adequate number of racks to display SHPL products. Galleries must be monitored and financial transactions managed by the SHPL owners themselves along with necessary blue-collar staff for stock management, packing etc. Kindly note, SHPL galleries are not retail outlets where products can be sold to walk-in customers earning you retail profits but a place to supply products to active SHPL IBOs and Preferred Customers against moderate sales commission, which is essentially towards stocking adequate inventory locally.

**28. Reporting Shortage and Damage:** All gallery orders are packed under CCTV surveillance in all our regional warehouses, for reference, so as to cross-check and minimize manual counting and possible packing errors. Similarly, all gallery owners are also requested to accept delivery of their consignment from our reliable yet third-party delivery partners and unpack them under a video-shoot from your smartphone. In the event if there is any shortage in the original order quantity and the actual products delivered or if they are found either fully or partially damaged during the transportation possibly due to mishandling by our third-party service providers or if any product package or seal is tampered with, gallery owners must report the same to SHPL regional warehouse in charge, within a maximum of 24 hours from the time of delivery, failing to do so will mean receipt of your order in correct quantity and in good condition and no future claims in this regard will be entertained. Genuine claims will be addressed on a priority basis and necessary action will be taken including sending the

shortage or damaged products in the next immediate gallery order. In case shortage, damage or tampering of the seal or packing during the order delivery is noticed, gallery owners must mention it on the courier/AWB document itself, so that we can address this issue with our delivery partners, with proof.

**29. Expired Products & Return / Exchange Policy:** SHPL offers a reasonably fair return policy for gallery owners to return the slow moving, unsold or expired products. Since all gallery owners are given a free hand to choose products of their own choice based on their own assessment of the demand of particular SHPL products in their area, team or network, we highly recommend all gallery owners to order their products carefully and wisely. However, in spite of ordering products after careful scrutiny, if you get a sense of any products not being sold or in demand or expired, you may return such products to your respective regional warehouse, subject to they being in a saleable condition, except for the expired products, within a maximum of 3 months (90 calendar days) from the date of order, subject to gallery owner bearing the delivery charges of sending the products from the gallery to the regional warehouse, while the delivery charges of re-sending the products from the regional warehouse will be borne by SHPL.

**30. Storage and Safety of Stocks:** SHPL galleries must take all necessary precautions for the adequate safety of the stocks delivered by SHPL. After receipt of the stocks, the liability for all local levies and taxes, if any, at that point, will solely be of the gallery owner and SHPL will not be responsible for any kinds of losses, damages, theft or any non-compliance of statutory obligations whatsoever by the galleries. Additionally, gallery will be fully liable for the mismatch in physical stock quantity, if any.

**31. Health & Wellness Products:** SHPL galleries must take every necessary precaution for the safety of SHPL health & wellness products and store them in cool and dry place away from sunshine and in hygienic conditions, as per the strict guidelines issued by the FSSAI and instructions on each product label.

- 32. Product Dispensing SOP to Preferred Customers and Independent Business Owners of SHPL:** All gallery owners are instructed not to dispense any SHPL products that are damaged or carry tampered packaging. Opening the product packing or seal and giving any kinds of demonstration, checking quality etc is strictly prohibited. Demonstration to prospective clients may be given with the products already purchased by the gallery owner or any other visiting IBOs.
- 33. SHPL Gallery Training:** The gallery coordinators from SHPL corporate or regional offices shall train the SHPL gallery owners about how to apply and how to order products for the first time, how to activate PC or IBO orders and how to replenish gallery orders through SHPL gallery back office, online, on zoom. The procedure to apply and operate a SHPL gallery is fairly simple and can be easily understood online only in a matter of a few minutes.
- 34. SHPL Gallery Software:** The SHPL gallery owners must mandatorily use the software of operating a gallery, provided by SHPL in the Gallery Back Office and follow its due procedure. Any violation, manipulation or tinkering of the system may lead to termination of gallery without any prior notice.
- 35. Sell to Preferred Customers / IBOs at Prescribed Price:** A SHPL gallery can and must sell all SHPL products only to preferred customer or independent business owners of SHPL at either Distributor Price or Maximum Retail Price, as the case may be. In short, a SHPL gallery cannot engage in retailing SHPL products directly to retail customers selling them at any price lower than the Distributor Price. Any such discounting of the products will be seriously dealt with, as and when it is brought to the notice of the management.
- 36. Retail or Counter Sales:** In order to sell SHPL products to a walk-in retail customer, a gallery owner must first place an IBO product order in his / her individual IBO ID. This is to ensure that the Business Volume (BV) attached to a product that you intend to sell must be accounted for in the genealogy to calculate sales incentives for the line of your sponsorship. Kindly note, the name of an IBO account and SHPL gallery, in terms of individuals, can be the same.

- 37. GST Bill for Retail Customers:** A SHPL gallery can retail SHPL products to a walk-in or retail customer at MRP, and may issue a GST bill on demand, subject to having a valid GST number. In such an event, an IBO or the gallery is liable to pay the applicable GST on the selling price and may claim Input Credit Tax on the same from the government from his / her purchase price.
- 38. Products Pick Up:** All SHPL IBOs are expected to pick up the products from their nearest gallery by personally visiting the gallery, at their own cost. However, in the event an IBO is unable to pick up the product and is willing to pay delivery charges, SHPL galleries are free to charge actual or reasonable delivery charges, as mutually agreed between them, without involving SHPL into this transaction.
- 39. No Advance Payment Collection:** A SHPL gallery can accept payment from SHPL IBOs in any mode of payment as per their own payment acceptance mechanism, subject to availability of the physical stock. However, collecting advance payment, especially in cash, without the products being in physical stock or without being delivered is strictly prohibited and is a clear violation of the gallery terms and conditions. IBOs are instructed to mandatorily collect their products from the gallery after full payment and not to leave them behind at the gallery.
- 40. No Credit Transactions:** SHPL gallery is strictly advised to activate orders and dispense them to SHPL IBOs only against full payment. SHPL does not take any responsibility in the event a gallery virtually processes an order and /or physically delivers corresponding products in advance without receiving full payment towards the order. Once the orders are activated by SHPL gallery in the gallery back office, they cannot be rolled back, whatsoever.
- 41. GST and Local Taxes:** Once a gallery order has been processed by SHPL and the products have been dispatched from the respective regional warehouse, it is considered as those products are sold by SHPL to the gallery and the liability of paying the differential GST and all local statutory levies and taxes applicable in the state, district, city or town lie solely with the gallery.

- 42. IBO Feedback and Grievances:** A SHPL gallery must ensure that all IBO grievances, complaints, queries and feedback pertaining to all aspects of SHPL business must be proactively handled as per the standard company policy. Complaints must be sent directly to SHPL by email at gallery@myshpl.com
- 43. Changes in the Gallery Address:** A gallery owner shall keep SHPL notified of any changes in its contact details such as product delivery address, registered mobile number, email address etc. up to date, failing to which the details submitted online during the application will only be considered to be the correct and latest information. In the event, gallery address has changed and the orders need to be dispatched to a new address, gallery owner must mandatorily inform the same to the regional warehouse, well in advance, well before the dispatch.
- 44. Unsold Stock:** SHPL galleries are given a complete free hand while ordering the products and services it intends to stock and sell at its own discretion. Hence, the stock once sold is non-refundable or exchanged, beyond 3 months from the date of online order. However, in the event, a gallery desires to stop working with SHPL, it can liquidate its balance stock by placing IBO orders as the 50% minimum stock maintenance clause will be relaxed and stock will be released.
- 45. New SHPL Product Launch:** SHPL is committed to regularly launch a wide range of new products across existing as well as new categories in the future and the all SHPL galleries will be given an opportunity to represent them and generate higher revenue.
- 46. Termination:** SHPL galleries can choose to terminate this agreement by giving an advance notice of 30 calendar days and adhere to clause No. 44.
- 47. Anti-Company Activities:** A gallery can be terminated by SHPL if it degrades the dignity of SHPL and places it in poor light denting its reputation expressly or by virtue of its methods of handling and/or promoting SHPL products or disclose or misuse any information pertaining to SHPL or any of its systems, expertise,

documents, processes or other proprietary or confidential data and information received by the gallery as a consequence of or in relation to this agreement.

**48.IPR:** All trademarks and other Intellectual Property Rights (IPR) of SHPL and its allied businesses are exclusively owned by SHPL. A gallery shall not claim, use, alter or modify in any manner whatsoever the IPR of SHPL. In the event a gallery is terminated, it is prohibited from using the IPR in future in any manner. Any such use after the termination, shall entitle SHPL to take appropriate legal action against such galleries without issuing any prior notice.

**49. Confidentiality:** All information transferred or otherwise revealed to gallery by SHPL, including but not limited to, formulation or manufacturing information, technology, know-how and price books or lists will always remain the property of SHPL. Galleries shall always hold such information confidential and shall not disclose any such information within the public domain. Upon termination of this agreement or as SHPL instructs from time to time, galleries shall promptly return all such information to SHPL. Gallery's obligations under this section shall survive any termination of the agreement.

**50.Limitation of liability:** A SHPL gallery shall report any product whose packing appears to be tampered with or there seems to be an apprehension of damaged product within 24 hours of receipt. In such cases, gallery shall return these goods after approval from SHPL and replacement of equivalent value will be carried out by SHPL. No claims of any kind, whether materials delivered or for non-delivery of materials from SHPL, shall be greater in amount than the purchase price of the products in respect of which such damages are claimed; and the failure to give notice of the claim to SHPL within 24 hours from the receipt of product, shall constitute a waiver by gallery of all claims in respect of such products. In no event shall SHPL be liable for special, indirect or consequential damages. Any claim with respect to defective products or breach of warranty must be promptly made and shall apply to products properly used, stored, applied and maintained.

**51.Arbitration:** In the event of any dispute or difference regarding the interpretation or meaning of any provision of this terms and conditions or regarding any claim of one party against the other or regarding any other matter arising out of this distributorship, the same shall be referred to arbitration. A sole arbitrator would be appointed by SHPL. Arbitration will be governed by the Arbitration & Conciliation Act, 1996. The decision of the arbitrator will be binding on both parties. The venue of arbitration shall be Kolkata and the same shall be conducted in English or Hindi language. In the event of the gallery disagreeing in writing with the said appointed Sole Arbitrator and the Place of Arbitration, then as per the provisions of the Arbitration & Conciliation Act, 1996, the matter will be referred to the appropriate Court of Law for deciding the same.

**Photocopies to be sent by courier before commencement of SHPL Gallery:**

1. Proof of Identity (PAN Card / Aadhar Card / Driving License / Passport / Voter ID)
2. Proof of Address (Driving License / Passport / Electricity Bill / Voter ID)
3. Business Entity (Proprietary Firm / Partnership Firm / Trust / Pvt. Ltd Company / LLP / Ltd. Company) Proof
4. Copy of PAN Card
5. Copy of GST Number
6. Proof of Ownership of Premises or Copy of Rent / Lease Agreement
7. Copy of Shop & Establishment Certificate (if applicable)
8. Passport size photos - 2 Copies (Of all Partners / Directors)

This terms and conditions of being a SHPL gallery will be effective from the date of online approval as a gallery and will be valid, until terminated.

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