

## TERMS AND CONDITIONS

This Brand Partner Agreement between the Oriflame Brand Partner (previously known as 'Consultant') ("**you**", the "**Brand Partner**") and Oriflame India Pvt. Ltd. ("**Oriflame**", "**us**", "**we**", "**our**"), a company registered under the Companies Act, 1956 with its registered office at M10, Ground Floor, South Extension, Part - II, New Delhi - 110049 & CIN No. U74899DL1994PTC061083 is entered into in consideration of the mutual promises and commitments contained herein and these Terms & Conditions and any and all documents referred to in them (collectively, the "**Terms**") stipulate the Oriflame rules, principles and rights & obligations for Brand Partners and constitute, when you accept them, a binding agreement between Oriflame and you. We therefore advise you to print or save and retain a copy of these Terms. For the avoidance of doubt, all references to the term "Consultant" in the Terms or on our website <https://in.oriflame.com> shall be construed as "Brand Partner".

We reserve the right to revise, rescind, modify or amend these Terms at any time. Any revision, rescission, modification or amendment to these Terms will become effective from the moment of its publication on our website <https://in.oriflame.com> or when the same is notified to you on your registered email ID, whichever is earlier. You are responsible for keeping yourself up to date with any such changes.

### 1. DEFINITIONS

The following definitions are used throughout these Terms:

- a) **BPAF/E-BPAF** shall mean the Brand Partner Application Form that is required to be signed for becoming a Brand Partner
- b) **Catalogue Period**: the period indicated on the cover of each Catalogue during which the offers from a given Oriflame Catalogue are valid;
- c) **Code of Ethics and Rules of Conduct**: the set of binding rules, constituting part of the Oriflame Success Plan;
- d) **Customer**: any natural person, who purchases Oriflame Products through a registered Brand Partner and who, while doing so is acting wholly or mainly outside his/her trade, business, craft or profession;
- e) **Group**: shall refer to the entire downline, including 22% Brand Partners and their downline;
- f) **Incentive**: shall mean an amount you get on the Group sales as per the Success Plan;
- g) **Oriflame Catalogue, Catalogue**: a paper or electronic brochure issued periodically by Oriflame that includes Oriflame Product offers and their retail prices;
- h) **Oriflame Group**: Oriflame, its ultimate holding company, and any entity that is controlled directly or indirectly by that ultimate holding company;
- i) **Oriflame Products, Products**: cosmetics and other products including without limitation, related accessories, dietary supplements etc. offered for sale under the Oriflame Trademarks; the Catalogue describes the Products' main characteristics;
- j) **Oriflame Literature**: shall mean the Success Plan, Code of Ethics and Rules of Conduct, the Product Catalogues, the Product Guide, the Newsletter, these Terms and any other literature(s) printed or published on the official Oriflame website or communicated to you by Oriflame from time to time.
- k) **Oriflame Success Plan**: shall mean the document explaining the business opportunity with Oriflame. It helps you to create your own business through selling Oriflame Products and offer the business opportunity to others.
- l) **Oriflame Trademarks**: the name Oriflame, the Oriflame logo and the names of the products or the product ranges produced, marketed, sold or distributed by us;

- m) **Personal Data:** the details provided by you upon your registration as a Brand Partner with Oriflame as well as any additional information about you that you may provide us with from time to time as more particularly described in the Privacy Policy.
- n) **Prices:** the prices of the Oriflame Products set by Oriflame and displayed on the pricelists valid at the time of placing of the purchase order;
- o) **Territory:** shall mean India;
- p) **Trade Discount:** shall mean an amount you get on your own sales based on your title as per the Success Plan.

## 2. REGISTRATION AND MEMBERSHIP

- 2.1. You will be registered as an Oriflame Brand Partner after we have accepted your application and have granted you a unique Brand Partner number. The conditions of your acceptance as an Oriflame Brand Partner are stipulated in the Membership Rules section of the Code of Ethics and Rules of Conduct.
- 2.2. You will be required to provide your valid verified identity proof, address proof, e-mail and other contact information, at the time of registration.
- 2.3. You will have an option to buy a business kit, a set of documents and manuals helping to start your association with us which in case you want, will be billed on your first or subsequent purchase invoice.
- 2.4. An applicant must be atleast 18 years of age to be a Brand Partner.
- 2.5. Both you and Oriflame may at any time terminate your membership as stipulated further in the Terms.
- 2.6. Your membership will expire after 24 months from the calendar month in which your last BP order was placed. Further, all new registration will be immediately terminated if a BP order is not placed by the end of 2 calendar months after the calendar month in which you have registered with Oriflame. For the avoidance of doubt and as an example, your registration with Oriflame will be terminated in September 2022 end, if you register on July 01, 2022 and do not place a BP order in July, 2022 or August, 2022 or September, 2022. However, it is clarified that in such case prospectus can re-apply for registration with the Company.
- 2.7. The membership is personal to you and cannot be assigned or transferred to any other person without our prior written consent and as provided in Code of Ethics and Rules of Conduct.
- 2.8. Upon your registration:
  - 2.8.1 You will be entitled to buy Oriflame Products in accordance with these Terms as well as use the other benefits set out in the Oriflame Success Plan;
  - 2.8.2 You will be obliged to adhere strictly to the rules of these Terms including the rules of any documents referred to in them.
- 2.9. Your Oriflame ID Card and training manual will be sent to you on your email ID or shall be provided to you in your profile page with Oriflame.

### 3. **RIGHT OF WITHDRAWAL (COOLING-OFF), EFFECTS OF THE MEMBERSHIP RESIGNATION AND RIGHT TO CHANGE SPONSOR**

- 3.1. You can at any time resign from your membership by sending us a written notice of same.
- 3.2. If you resign within 30 days from the date of your registration (“**Cooling-Off Period**”), we will refund you all fees and costs and will accept the return of all Products bought by you. For reasons of safety and hygiene we may refuse to accept Products that have been unsealed or not in saleable condition.
- 3.3. If you resign at any later time except in case of violation of the Terms, upon your request, we will repurchase all Products from you, subject to the following conditions:
  - 3.3.1 returns must be made within 30 days from date of purchase, and will be refunded at 90% of the original net price paid after deduction of any payment we have made to you in relation to the purchase of these Products; and
  - 3.3.2 the returned Products must be marketable, meaning that they have not been used, opened or tampered with in any way; they have not passed the expiry date and they are still featured in our Catalogues.
- 3.4. Only once during the Cooling-Off Period for a Brand Partner, (a) a Brand Partner may request for change of his/ her sponsor; and (b) a sponsor may request for reallocation of a Brand Partner in his/ her downline.

### 4. **ORIFLAME POLICIES**

- 4.1 You agree to have read and understood and shall abide by the **Code of Ethics and Rules of Conduct, the Privacy Policy, Negation Policy, Guarantee of Excellence Claims Policy, PBS (T&Cs) and Success Plan** as provided on <https://in.oriflame.com>.
- 4.2 Brand Partners must adhere to the **Brand Partner Online Policy & Social Media Dialogue – 10 Golden Rules** as prescribed in Success Plan.

### 5. **A. PLACING AN ORDER**

- 5.1. You may place orders from the Catalogue by selecting the Products you wish to buy. Placing of the order is considered to be an offer made by you to us to buy the selected Products.
- 5.2. An order is considered to be placed when the following steps have been completed:
  - 5.2.1 if ordering by telephone, you have told our Customer Experience Center employee which Products you wish to purchase who has selected them for you; or
  - 5.2.2 if ordering online, you have selected the Products you wish to purchase by using the option “add to shopping cart”; you may at any time review and modify the content of the shopping cart by changing the quantity of Products, deleting Products or removing the entire content of the shopping cart;

5.2.3 you have provided the Personal Data necessary to allow delivery and have accepted that we can use this data for the purposes set out in our Privacy Policy; and

5.2.4 you have selected your preferred method of delivery and payment.

5.3. Once your online order is placed, it cannot be changed via the website; you will need to contact the Customer Experience Center at 011-40409000 or 011-66259000

5.4 When we have accepted your order, an order confirmation will be sent to you by e-mail at which point the purchase contract will come into existence. We may refuse to accept your order without stating a reason for rejection. We will refund in full any payment you have already made.

5.5. In addition to the order confirmation you will receive details of your Products shipped to you and all other necessary information.

5.6. If you order online, please note the following:

5.6.1 the concluded contract will not be filed or accessible: the parts of the contract will be your order and the Terms on the site (which may be saved or printed) or as may be communicated by us using other means of communication;

5.6.2 the contract may only be concluded in English and not in any other languages;

5.6.3 Oriflame subscribes to the codes of conduct set out in clause 10 of the Terms.

5.7. Orders completed and paid for cannot be cancelled by you, except as described in clause 6.

5.8. Orders can be placed at any time during the day save for certain limited unavailability at Catalogue Period closing when we update the Catalogue.

5.9. Not all Products will be available at all times. If a Product is out of stock at the time you place your order, we will use reasonable endeavours to inform you before your order is finalized so that you can change or abandon the order.

5.10. The Catalogue may occasionally, and for limited periods of time, not be available due to maintenance or for various technical reasons. Oriflame will not be responsible for such unavailability and will reject any claims thereof by Customers or by other visitors.

5.11. For details on how to place order, make payment, delivery and related information please visit the Customer Experience section on our website <https://in.oriflame.com/>.

## **B. PRICES AND PAYMENT**

5.12. We may exceptionally allow you to place orders for others by using a specific online tool. This will only be possible for your downline Brand Partners (except in case of SPO order), as explained in the Oriflame Success Plan, and only

based on their explicit authorisation. If you use this tool you will be solely responsible for any claims based on unauthorised ordering and generally any privacy violations as well as for any costs and expenses that Oriflame or the person you have placed the order for may incur in relation to this order.

- 5.13. Except where noted otherwise, the Prices of the Products displayed in the Catalogue represent the full retail price for the Products at the moment the order is placed. All Prices are shown in local currency and are inclusive of all applicable taxes.
- 5.14. We reserve the right to change the Prices at any time and in our sole discretion, but any change to the Prices of Products you select before placing your order will not form part of the contract between us unless you and we expressly agree that it will.
- 5.15. The Prices do not include the costs of transport, delivery and any other fees and charges that are clearly indicated as being additional charges to the price during the ordering process and that may vary depending on the delivery method chosen by you.
- 5.16. The Prices may be discounted by us from time to time. Further discount may be provided to you in accordance with the Oriflame Success Plan. These may not always be indicated on your purchase invoices. You can always address any inquiries about Price calculations to Customer Experience Center at [contactcenter.india@oriflame.com](mailto:contactcenter.india@oriflame.com)
- 5.17. Payments can be made by credit card, by bank transfer or by other means specified in this Policy or the modes provided under the Payment section under Customer Support available at the website <https://in.oriflame.com> Most of major payment cards are accepted.
- 5.18. For the purposes of payment collection, we cooperate with various third-party service providers. You may expect to receive invoices and communication about the payment from this external service provider. As a rule, all guarantee credit and personal credit orders must be paid within 21 days according to the instructions noted therein or such number of days as may be prescribed from time to time. Late payments interest of 24% may be charged by Oriflame as the reasonable costs of recovering the debts.
- 5.19. For further information about payment methods including any possible credit terms please contact Customer Experience Center at 011-40409000 or 011-66259000
- 5.20. For the safety of online payments made with a card, all payment information is encrypted. As Oriflame works with authorized payment service providers, credit card information is handled properly and in accordance with applicable laws.
- 5.21. For information related to payment mode and methods please visit the Customer Experience section on our website <https://in.oriflame.com/>

### **C. DELIVERY AND TRANSFER OF RISK**

- 5.22. The ordered Products can only be delivered within the Territory.

5.23. The place of delivery of the Products will be as provided by you at the time of placing the order or as updated in Oriflame records from time to time.

5.24. We will process and deliver your order as quickly as possible but no later than timelines provided for each region under the Ordering Section in Customer Experience section on Oriflame website after the order has been confirmed by us. We shall not be liable for delays in delivery caused by circumstances beyond our control.

5.25. The risk of loss of Products and title to the Products will pass to you upon delivery of the Products.

5.26. Oriflame will not be responsible for non-delivery, wrong or late delivery of an order caused by the provision by you of incorrect or incomplete Personal Data.

5.27. We reserve the right to reject an order placed by you at any time if we reasonably suspect that you are in breach of any of the Terms.

#### **D. CONFORMITY OF OUR PRODUCTS**

5.28. We warrant that the Oriflame Products are manufactured in accordance with the best standards for good manufacturing practices and the Oriflame code of practice.

#### **6. RIGHT TO CANCEL ORDERS**

6.1 Upon receipt of the delivery, you should check its content to make sure that it does not contain any Products that might have been damaged during transportation. You, or the person receiving the Products in your name, must notify Customer Experience Center immediately by submitting a claim and describing the damage/defect under the Guarantee of Excellence Claim Policy available on our website <https://in.oriflame.com> after you login.

##### **Rights of return and refund**

6.2 You may cancel an order for Product(s) without giving any reason within 30 days from the date of invoice in the following manner. This means that within a period of 30 days from date of invoice and in the manner provided in the Guarantee of Excellence Claims Policy and subject to the Negation Policy, if you for any reason decide, you do not want to keep a Product, you can notify us of your decision to cancel the order and receive a refund.

6.3 You may cancel an order at any time even after you have received the order confirmation by e-mail or after your order has been verbally accepted by Customer Experience Center but no later than 30 days from the date of invoice or the last of the Products if you ordered more than one.

6.4 To cancel an order, please contact Customer Experience Center by telephone on 011-40409000 or 011-66259000 or e-mail us at [contactcenter.india@oriflame.com](mailto:contactcenter.india@oriflame.com) or raise your complaint online. You just need to exercise your right to cancel before the cancellation period has expired. Therefore, if you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail. If you call to notify us of your cancellation, then your cancellation is effective from the date you telephone us.

- 6.5 You will receive a full refund of the Price you paid for the Products (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the refund for loss in value of any Products supplied, if the loss is the result of unnecessary handling by you. You are only liable for any diminished value of the Products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Products. We will process the refund due to you as soon as possible and, in any case, within (a) 45 working days after the day we receive back from you any Products supplied, (b) if no Products were supplied, 30 working (business)days after the day on which you gave us notice of cancellation.
- 6.6 If you have returned the Products to us because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us (please refer to Guarantee of Excellence Claims Policy on Oriflame website for process).
- 6.7 Subject to clause 6.2, we refund you in your account with Oriflame or your bank account, at your option and in any event, you will not incur any fees as a result of the refund.
- 6.8 If the Products were delivered to you:
- 6.8.1 you must return the Products to us without undue delay and in any event not later than 14 days after the day on which you cancel the order/contract. The deadline is met if you send back the Products before the period of 14 days has expired;
- 6.8.2 unless the Products are faulty, you will be responsible for the direct cost of returning the Products to us; and
- 6.8.3 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.
- 6.9 We are confident that our Customers will find our Products satisfactory and therefore, offer a further Oriflame guarantee that allows you to exchange, or get a full refund for any Product you are not completely satisfied with. Provided, the refund shall be claimed within 30 days from the date of invoice as detailed in Guarantee of Excellence Claims Policy. This guarantee does not apply to any Product intentionally damaged or misused. Returns and refunds under this clause shall be made in accordance with the terms of the preceding paragraphs of this clause 6.

## **7. OBLIGATIONS OF THE ORIFLAME BRAND PARTNER**

- 7.1 You agree to present, promote and sell Oriflame Products using direct-to-consumers methods only and not to sell to, sell in, demonstrate or display Oriflame products in any retail outlet of any nature including any retail/e-commerce website.
- 7.2 Brand Partners buy and may sell the Oriflame Products in their own name and on their own account. Should you choose to trade with the Oriflame Products you will be considered, and shall at all times act as an independent person (self-employed/sole trader) and not as an Oriflame agent or employee and working on

principal to principal basis. You shall not have any authority to negotiate, buy, sell or generally conclude any agreements in our name or on our behalf or in the name and on behalf of any other company in the Oriflame Group.

- 7.3 Should you chose to trade with the Oriflame Products you must comply with all laws, rules, regulations and guidelines applicable within the Territory and must obtain for yourself all permits, licenses, and generally make any and all registrations required under the relevant laws of the Territory for the performance of an independent business practice, including any data protection registration and tax registration. You are solely responsible for the reporting and payment of any taxes, duties and fees applicable to such activity. You are solely responsible for ensuring all aspects of your use of your Customers' personal data complies in all respects with national data protection and privacy laws. A direct seller shall keep and 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 prevailing law. In the event of a change in the law post signing of Terms, including the introduction of GST, the Brand Partner shall comply with all provisions of such new law.
- 7.4 We allow the return and exchange of Products as described in the Terms for your Customers as well as for you. You acknowledge that it is your responsibility to inform your Customers of their right to return the Products, and you shall make any return of Products to us on their behalf.
- 7.5 You should carry your valid Oriflame identity card along with government recognized ID card while conducting your Oriflame business and solicit prior approval before visiting any customer's premises. Further you shall at the initiation of any sale representation, truthfully and clearly identify yourself, disclose the identity of Oriflame, specify the address of Oriflame's place of business, the nature of Products sold and the purpose of your solicitation.
- 7.6 You shall operate your business in a lawful and ethical manner and shall uphold the image and reputation of Oriflame. You shall not:
  - 7.6.1. make any statements, nor perform any acts, which might be detrimental to the image of Oriflame or the Products;
  - 7.6.2. make any false, misleading exaggerated or unauthorized claims about the Products;
  - 7.6.3. induce consumers to make a purchase based upon the representation that they can reduce or recover the price by referring prospective customers for similar purchases.
- 7.7 You shall at all times ensure that:
  - 7.7.1 the terms of the offer are clear, so as to enable the consumer to know the exact nature of offer being made and the commitment involved in placing any order;
  - 7.7.2 the actual Product delivered to the customers matches with the description of the Product given;
  - 7.7.3 the descriptions, claims, illustrations or other elements relating to verifiable facts are capable of substantiation;;
  - 7.7.4 the promotional literature, advertisement or mail contain the name and address or telephone number of Oriflame, and include your mobile number;
  - 7.7.5 while selling Products, you shall not state or imply that a guarantee, warranty or other expression having substantially the same meaning, offers to the consumer any rights in additional to those provided by law and as communicated by Oriflame, when it does not;
  - 7.7.6 the terms of any guarantee or warranty, including the name and address of the guarantor, shall be easily available to the consumer;

- 7.7.7 the presentation of the offer does not contain or refer to any testimonial, endorsement or supportive documentation unless it is genuine, verifiable and relevant;
- 7.7.8 when after-sales service are offered by Oriflame on any Product, details of the service shall be informed to the customer while making an offer for the Product and if the consumer accepts the offer, information and assistance shall be given to the customer on how the said service can be activated;
- 7.7.9 Products, including, where applicable, samples, are suitably packaged for delivery to the consumer and for possible return, in compliance with the appropriate health and safety standards;
- 7.7.10 unless otherwise stipulated in the offer, orders shall be fulfilled within the delivery date proposed to the consumer at the time of purchase and the consumer shall be informed of any undue delay as soon as it becomes apparent or comes within your knowledge;
- 7.7.11 in cases of delay under clause 7.7.17, any request for cancellation of the order by the consumer shall be granted, irrespective of whether the consumer has been informed of the delay, and the deposit, if any, shall be refunded as per the cancellation terms proposed to the consumer at the time of purchase, and if it is not possible to prevent delivery, the consumer shall be informed of the right to return the product;
- 7.7.12 the price and terms of payment shall be clearly stated in the offer together with the nature of any additional charges such as postage, handling and taxes and, whenever possible, the amounts of such charges;
- 7.7.13 in the case of sales by instalment, the credit terms, including the amount of any deposit or payment on account, the number, amount and periodicity of such instalments and the total price compared with the immediate selling price, if any, shall be clearly shown in the offer;
- 7.7.14 any information needed by the consumer to understand the cost, interest and terms of any other form of credit is provided either in the offer or when the credit is offered;
- 7.7.15 unless the duration of the offer and the price are clearly stated in the offer, prices shall be maintained for a reasonable period of time;
- 7.7.16 the procedure for payment and debt collection (if any) shall be determined in writing with the customer and it shall be such as to avoid undue inconvenience to the consumer, making due allowance for delays outside the consumer's control;
- 7.7.17 you strictly comply with terms of the Direct Selling Rules '2021 including any amendment therein.

In the event you are selling the Products using e-commerce platforms for sale (to the extent permissible under these Terms) you shall comply with the requirements of the Consumer Protection (e-Commerce) Rules, 2020.

- 7.8 You represent and warrant that you are of sound mind, have never been convicted, or have been declared bankrupt during the last five years prior to your registration with Oriflame. Further, you shall forthwith and without any delay/demur intimate Oriflame in the event any proceedings (whether civil or criminal) is initiated against you.
- 7.9 You acknowledge that the Oriflame Trademarks, our trade name and logo or any other intellectual property rights are the property of Oriflame and you agree not to infringe them in any way. For avoidance of doubt, all goodwill in the Oriflame name accrues to Oriflame. At our request you will sign such documentation as we reasonably request to confirm this.
- 7.10 When presenting the Oriflame Products to consumer, you will strictly observe the Code of Ethics and Rules of Conduct.
- 7.11 You must also ask Customers expressly whether or not they wish to receive commercial communications about Oriflame products from you, keep a record of their marketing preferences and respect those preferences.
- 7.12 You agree and acknowledge that you shall take appropriate steps to ensure protection of all sensitive personal information provided by the consumer in accordance with the applicable laws for the time being in force and ensure adequate safeguards to prevent access to, or misuse of, data by unauthorized persons. We explicitly disclaim any liability for any penalties, costs, fees

- and generally any expenses that you may incur as the result of any breach of applicable data protection and privacy laws.
- 7.13 If you wish to sponsor a Customer to become a Brand Partner you may collect certain personal information directly from the Customer. You must strictly follow our procedures for sponsorship from time to time. You will have the limited right to process that Customer's personal information only for the purposes of forwarding the personal information to Oriflame and of sending that Customer commercial communications (i.e. communications designed to promote, directly or indirectly, the goods, services or image of a company) subject to certain conditions as described below.
- 7.14 Our online tools may allow you to use a Customer's personal information to send commercial communications, strictly subject to the following conditions:
- 7.14.1 you must have sponsored the Customer to become a Brand Partner, unless otherwise expressly agreed,
- 7.14.2 such commercial communications concern only Oriflame Products,
- 7.14.3 the commercial communication shall be clearly identifiable as such,
- 7.14.4 the communication includes your name and contact details as the sender of the commercial communication and a valid email address at which Customers can reach you to notify you of their preference to opt out of further commercial communications;
- 7.14.5 commercial communications must not be sent to Customers that have opted out of receiving them,
- 7.14.6 promotional offers, such as discounts, premiums and gifts, where permitted by applicable law, shall be clearly identifiable as such, and the conditions which are to be met to qualify for them shall be easily accessible and be presented clearly and unambiguously, and
- 7.14.7 the content of such commercial communications is compliant with these Terms and all applicable law regarding commercial communications.
- 7.15 Under no circumstances are you permitted to send commercial communications on behalf of Oriflame or in Oriflame name.
- 7.16 You expressly agree to share your personal data with Oriflame and the Oriflame Group for purpose of performance of Oriflame's obligation under the Agreement.
- 7.17 The Oriflame Brand Partner shall not use, or cause or permit to be used, any fraudulent, coercive, unconscionable or unlawful means, or cause harassment, for promoting your direct selling business, or for sale of Products. The Oriflame Brand Partners shall not use misleading, deceptive and/or unfair trade practices including but not limited to unfair recruiting practices, misrepresentation of actual or potential sales or earnings, business opportunity, and advantages of direct selling to any prospective direct seller, in their interaction with prospective direct seller. He/She shall also not promote the Products in a manner that is in-consistent with the actual characteristics, access and usage conditions of such Product.
- 7.18 The Oriflame Brand Partner shall not provide any Oriflame Literature, sales demonstration equipments and / or training materials not restricted to collateral issued by Oriflame or any information, to a prospective and / or existing direct seller or float any scheme which has not been approved by the Oriflame.

- 7.19 The Oriflame Brand Partner shall not require prospective or existing direct Sellers to purchase any Oriflame Literature or training materials or sales demonstration equipment.
- 7.20 An Oriflame Brand Partner shall not compel or force others to order through him/ her, order any minimum quantities or maintain stock of products. Brand Partner shall buy products depending upon their consumption requirements or selling pattern only such quantity or value that can be foreseen to be sold to consumers or consumed within a reasonable period of time.
- 7.21 While approaching a customer/ potential Oriflame Brand Partner, the Brand Partner shall ensure the following:
- 7.21.1 Trustfully Identify yourself and explain the purpose of your solicitation and about identity of Oriflame, nature of Oriflame Products.
  - 7.21.2 Try to answer any and all questions in a fair, truthful and understandable way.
  - 7.21.3 Refer your contact to the Oriflame website where she can read more about the products and the claims; specifically, draw her attention to the Oriflame complaint handling procedures.
  - 7.21.4 Offer the prospective consumer, accurate and complete explanations and demonstration of the Oriflame Products, prices, terms of payment, terms of guarantee.
  - 7.21.5 Respect the privacy and other personal restraints the person may be under (e.g. time, place, physical condition).
  - 7.21.6 Stop any explanation (and leave) if asked to do so.
  - 7.21.7 Whenever you are selling Oriflame products inform the customer about her right to return them and get a refund.
  - 7.21.8 Provide the following information at the time of sale of Products:
    - 7.21.8.1 Name, address, registration number or enrolment numbers, identity proof and telephone number of the direct seller and details of direct selling entity
    - 7.21.8.2 A descriptions of the goods or services to be supplied.
    - 7.21.8.3 Explain to the consumer about the goods return policy of the company in details before the transactions, warranty of the goods and replacement procedure in case of defect.
    - 7.21.8.4 The order date, delivery date, the total amount to be paid by the consumer along with the bill and receipt.
    - 7.21.8.5 Time and place for inspection of the sample and delivery of goods.
    - 7.21.8.6 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. 7.19.8.8 Details regarding the complaints redressal mechanism;
- 7.22 TRADE DISCOUNT & INCENTIVE: As a Brand Partner you agree to the following:

- 7.21.1 Oriflame shall give each Brand Partner who qualifies (under Oriflame rules set out in the Success Plan) a Trade Discount based on the volume of purchases from Oriflame in each month. This discount will normally be calculated and accounted for in respect of purchases in a calendar month at the month end. However, Oriflame may withhold the Trade Discount which is otherwise payable to any Brand Partner if there is any outstanding in the Group in respect of any period beyond the credit period or Oriflame suspect that payment may not be received against the sales made during any period or for any other good reason at the sole discretion and judgement of Oriflame and may additionally forfeit the same in appropriate cases at the sole discretion and judgement of Oriflame. Brand Partners should ensure compliance (as applicable) with the Goods and Services Tax law with respect to the aforesaid Trade Discount.
- 7.21.2 That every Brand Partner agrees and authorizes Oriflame on its behalf to allocate a portion of Incentive (arising out of the activities within the Group) to other Brand Partners as per the Success Plan and hereby further assigns all right and interest in such allocated Incentive given to other Brand Partner who may be so entitled.
- 7.21.3 As per the requirement of GST law, Brand Partner would be required to prepare the necessary documentation and shall undertake the necessary compliances, as applicable.
- 7.21.4 The Incentive will normally be calculated and accounted for in respect of purchases in a calendar month at the month end. However, Oriflame may withhold the Incentive which is otherwise payable to any Brand Partner if there is any outstanding in the Group in respect of any period beyond the credit period or Oriflame suspect that payment may not be received against the sales made during any period or for any other good reason at the sole discretion and judgement of Oriflame and may additionally forfeit the same in appropriate cases at the sole discretion and judgement of Oriflame.

## **8. ORIFLAME OBLIGATIONS**

- 8.1 We will deliver any Products ordered by you subject to availability.
- 8.2 We expressly exclude any liability related to Product shortage or Products being out-of-stock.
- 8.3 You will receive, directly by us or by another Oriflame entity or third party provider, any benefits/ payments due to you in accordance with the Oriflame Success Plan currently in force.
- 8.4 To timely pay the incentive after deducting TDS. It is clarified that the incentive will be paid in accordance to the Success Plan and only on the sale of Products.

## **9. TERMINATION**

- 9.1 We may terminate your membership with immediate effect by notice in any of the following circumstances:
- 9.1.1 if you make any statement or provide any Personal Data that is materially inaccurate or untrue;
  - 9.1.2 if a petition for your bankruptcy is presented to any court or if you are unable to pay your debts to us as and when they fall due;

- 9.1.3 if you commit a breach of any of the provisions of the Terms that is not capable of remedy or in case of a breach of any of the provisions of the Code of Ethics and the Rules of Conduct; or
- 9.1.4 if you commit a breach of any of the provisions of the Terms, including the documents referenced to herein and fail to explain to our satisfaction or in case of breach capable of remedy, to remedy that breach within 15 days from the date of notice.
- 9.2 Your registration as Brand Partner will expire if you have not placed an order for a consecutive period of 24 months from the date of last BP order placed
- 9.3 Notwithstanding anything contrary contained herein, your membership shall stand terminated with immediate effect in the event of provision of an incorrect / invalid Identity and Address proof.
- 9.4 Oriflame shall have the right to stop your cash award/ PD/ bonus including other benefits of membership with immediate effect in the event you are found violating the Terms or pending investigation.

## **10. CODE OF CONDUCT**

Oriflame strictly adheres to the Code of Conduct of IDSA and the World Federation of Direct Selling Associations (WFDSA) (<http://www.wfdsa.org/files/world-codes/code-book.pdf>). Oriflame requires its Brand Partners to strictly adhere to these codes as further implemented in the Oriflame Code of Ethics and Rules of Conduct.

## **11. ERRORS AND CORRECTIONS**

While we use reasonable efforts to include accurate and current information on this website, we do not warrant or represent that the website will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies or typographical errors on our site, including pricing and availability of products and services, and shall have no liability for such errors. We may also make improvements and/ or changes to the site's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact Customer Experience Center.

## **12. LINKS**

We may provide links to third party websites or resources. Our provision of such links is not an endorsement of any information, product or service reached through such link. We are not responsible for the content or performance of any portion of the internet including other websites to which this site may be linked for or that can be accessed by this site. Please inform us of any errors or inappropriate material found on websites to which this site is linked.

## **13. GENERAL PROVISIONS**

13.1 These Terms are governed by the laws of the Territory and any disputes arising out of, or in connection with the Terms shall be submitted to binding arbitration and shall be referred to sole arbitrator appointed in accordance with the applicable law. The venue of such arbitration shall be at New Delhi and the award of the Arbitrator shall be final and binding on all parties. The Court of New Delhi shall have jurisdiction in relation to this Arbitration and any award arising therefrom.

- 13.2 If any provision of the Terms is held to be unlawful, void or for any reason whatsoever unenforceable, the invalidity of that provision shall not affect the validity of the rest of the Terms.
- 13.3 The failure of Oriflame to enforce any of the provisions herein shall not be deemed a waiver of their enforceability.
- 13.4 Unless you opt otherwise we may send you alerts, notifications, e-mail, direct mail and generally communicate with you. You can update your preferences for marketing communications from us at any time by logging into your user settings. By accepting these Terms you agree that Oriflame will send you any other information/ communications regarding your contract and/ or your purchase orders on durable medium other than paper (i.e. via e-mail or any other means addressed personally to you that allow you to store the information in a way accessible for future reference for a long enough period and that also allows you the unchanged reproduction of such information).
- 13.5 The notice period for any notice given under these Terms shall start on the date of the notice. If notice is given by any other means, the notice period shall start from the date of the notice. This does not apply to informing us of returns under Guarantee of Excellence Claims Policy and otherwise stated in the Terms, the time period for returns runs from the date you inform us that you wish to return the Product.

## **14. PRIVACY POLICY**

- 14.1 When you register as a Brand Partner, you expressly agree that Oriflame, the Oriflame Group and its authorised third parties (i.e. Brand Partners, third party suppliers and third party service providers) may store, use and process (including through automatic means) your Personal Data. We do so to comply with our obligations to you under these Terms as well.
- 14.2 We undertake to keep all Personal Data confidential and secure (although we reserve the right to disclose this information in the circumstances set out below). We will keep it on a secure server and we will fully comply with all applicable data protection and consumer legislation from time to time in place.
- 14.3 We confirm that any Personal Data which you provide to us and any information from which we can identify you ("User Information"), is held and used in accordance with our Privacy Policy and for purposes herein described, especially the following:
- 14.3.1 for processing your orders;
  - 14.3.2 for statistical or survey purposes to improve our sites, on-line tools and our services to you;
  - 14.3.3 for serving website content and advertisements to you;
  - 14.3.4 for administering of our sites;
  - 14.3.5 for communicating with you including sending you any marketing material you have not opted out of receiving.
- 14.4 When we provide your Personal Data to authorised third parties we will provide only such Personal Data that is needed by them to perform their services under clause 14.1. All authorised third parties are explicitly prohibited from using any Personal Data for any other purposes and from sharing any Personal Data with anyone other than us or as may be required by law.

- 14.5 You should be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Personal Data and /or User Information, we are entitled to do so.
- 14.6 You are entitled to inspect your Personal Data at any time. You can update your Personal Data by contacting Customer Experience Center.
- 14.7 If you have been registered as an Oriflame Brand Partner before, when you register on this site you also accept that some of your Personal Data may be transferred from the Oriflame entity you have been originally registered with to Oriflame India Private Limited. We may transfer any Personal Data provided by you, such as, without limitation: your Brand Partner number, name, address, telephone number, e-mail address as well as information about whether you wish to receive marketing material from us.
- 14.8 Upon registering as an Oriflame Brand Partner you acknowledge and accept that we may send you information about offers and promotions, unless you opt out. Oriflame may analyse your Personal Data in order to provide you with offers and information better tailored to your interests and specific shopping history. By accepting these Terms you give your explicit consent to such analysis.
- 14.9 Further rights and obligations are contained in the Oriflame Privacy Policy.

## **15. INDEMNITY**

In the event the Brand Partner breaches or violates any of the provision of any applicable law or policies / procedures applicable to the Oriflame business of the Brand Partner including but not limited to the direct selling guidelines and consumer protection laws issued by the ministry of Consumer Affairs, the Brand Partner agrees to indemnify Oriflame for all costs including expenses, penalties, third party claims, that may accrue to Oriflame on account of any such violation/ breach by the Brand Partner.

## **16. COMPLAINT HANDLING/ CONTACT US**

The Company has robust system for handling any complaints for which the Company has constituted a Grievance Redressal Committee. All complaints related to Products may be directed to the Oriflame Customer Experience Center at [contactcenter.india@oriflame.com](mailto:contactcenter.india@oriflame.com) or on our helpline 011-40409000 or 01166259000 or raised online on the claims portal as per the Guarantee of Excellence Claims Policy; for complaints related to the Code of Ethics please contact your Area Manager or Senior Area Manager. It is clarified that Oriflame has a redressal mechanism for handling complaints related to breach of the Terms, Rules and Code, handled by COE Committee headed by designated officers of the Company. We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention.

