

STOCKIST:

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STOCKIST APPLICATION FORM

CONYBIO HEALTHCARE (INDIA) PVT. LTD.

CONYBIO HOUSE, C-39, THIRU-VI-KA INDUSTRIAL ESTATE, GUINDY, CHENNAI - 600 032. 044-4290 0600 (100 Lines) 044-4290 0666 Web: www.conybio.com E-mail: customercare@conybio.com



CONYBIO HEALTHCARE (INDIA) PVT. LTD.

STOCKIST APPLICATION FORM

PP SIZE PHOTO OF APPLICANT (COMPULSORY)

PERSONAL PARTICULARS

Name of Applicant / Company: _		E-Bio ID No.
(As per Bank Account)	Name of Managing Partner/ I	Proprietor/ Managing/ Director)
Date of birth: Age:	— Nationality:———	- Sex: Male 🗌 Female 🗌 Status: Married 🔲 Single 🗌
Business Address:		
Town/City:	State:	Pin code:
Tel:	Fax:	
Mobile:	Email:	
Residential Address:		
		Tel:
Bank Name:	— Bank Branch: —	Bank Account No:
IFSC Code:	PAN:	
Applicant Signature		Sponsor Signature Introducer Signature
Name :	Name :	Name :
ID No :	ID No :	ID No :
Date :	Date :	Date :
FOR OFFICE USE ONLY		PAYMENT DETAILS
1. Received by: ———	— Date: ———	Cash / Cheque / DD /NEFT / RTGS No
2. Processed by:	Date:	Amount:
3. Payment Rd. by :	Date:	Bank:
4. Stockist Code:	Date:	Date:
5. Filed by:	Date:	Remarks :
6. Product sent on:	Date:	

CHECK LIST

Certificate: MOA / DEED (if co.): Proof of Address: Appointment approved / rejected:

THE STOCKIST APPOINTMENT: (TERMS AND CONDITIONS)

- 1. An applicant must be an E –Bio Distributor.
- 2. All applications for Stockist shall be vetted and approved by the Company for Stockistship. The Company reserves the right to decline any application without having to give any reason to the applicant.
- 3. Once the Stockist Agreement is executed, it shall be legally stamped and the Company shall retain the original Agreement and the duplicate Agreement shall be given to the Stockist.
- 4. Upon signing this Application Form, stockist shall take from the Company, stock of E-Bio products (hereinafter called "products") as per his/her choice equivalent to a minimum value of Rs.3,00,000/-.
- 5. The Stockist shall provide proof of address which links his/her name/ business entity with the business address mentioned in this application. Deed in case of Partnership Firm and Certificate of Incorporation in case of Companies.
- 6. It is mandatory for the Stockist to attend Stockist Training sessions that may be organised by the Company from time to time and the Stockist shall bear the travel expenses incurred for such activities.
- 7. Upon servicing his/her and other network distributors, the Stockist is encouraged to sponsor prospects to become distributors under him/her to enjoy maximum benefit.
- 8. The initial E Bio stock of products worth Rs 3,00,000/- shall be collected from the Consignment Agent/Company directly by the Stockist or by his/her authorized representative. For further submissions, products shall be sent on receipt of order and full payment.
- 9. All Stockist Centers located in those States where there is no Consignment Agent, products shall be sent through courier directly by the Company. For States which have a Consignment Agent, the Stockist have the option to either collect the products from the Consignment Agent's premises or inform the Consignment Agent to send the products by courier. In case the Products are to be sent through courier by the Consignment Agent to outstation Stockists within the State, the courier cost shall be borne by the Company.
- 10. A Distributor shall purchase products online and collect the products from the Stockist Centre.
- 11. The Stockist shall despatch the products to distributors only after confirmation with the Company on receipt of payment into Company's account.
- 12. The Stockist shall deliver the products to the Distributors/ Customers in their original packing and under the Trade Mark, Trade Brand or Trade Name and without the addition of any other Trade Marks, Trade Brands or Trade Names and such original Mark, Brand or Name shall be retained on the products until delivery to the buyer.
- 13. The Stockist shall abide by the rules / regulations of the Company and use the best of their efforts to promote, sell and distribute all E-Bio Products at Distributor Price to all authorized distributors regardless of their network origin or locality and at MRP to Customers.
- 14. The Stockist must abide by all the rules and regulations relating to Local VAT matter in their respective State as per Local VAT requirement.
- 15. The Stockist shall submit the required permits/ registration wherever applicable to the concerned authority.

- 16. When the stockist crosses non taxable threshold limit under Service Tax, he/she shall pay Service Tax @ 12.36% or the prevailing rate at that time.
- 17. The Stockist shall be eligible for 10% Stockist Commission for all the value of business (BV) transacted every month in his/her Stockist Centre.
- 18. The Company shall deduct tax at source from the monthly Stockist commission as per the rates prescribed under the Income Tax Act 1961.
- 19. The Stockist upon receiving stock replenishment shall immediately check the Delivery Order with physical stock and return one copy of the D/O duly signed to the Consignment Agent / Company signifying the acknowledgment that goods received is in good order by Email.
- 20. The definition of Damaged Goods in this context means that the product is damaged due to manufacturing defects. Any product that has been used and found not satisfactory or has been damaged after being used/ misused, shall not be termed under this clause. To claim Damaged Goods from the Consignment Agent / Company, the Stockist must complete the Damaged Goods Claim Form. It must be submitted together with the Damaged Goods to the Consignment Agent / Company for replacement of the same. However, the Company may reject the claim if the claim is deemed not genuine.
- 21. The Company provides Product warranty on all products in various aspects for 30 days from the date of purchase. The warranty is against possible manufacturing defect, transit damage etc. and not against possible ineffectiveness of the products. Products once worn or used cannot be taken back for exchange for preventive health reasons.
- 22. The Stockist will not be entitled to assign the Stockistship or the benefits thereof to any other person(s). Any change in the constitution of the Stockist shall be promptly intimated to the Company in writing and in this event, continuation of the Stockistship will be subject to the Company's approval. The Stockist Agreement shall be valid only till such time that authorised signatory of the Stockist Centre personally continues to be the head of the Stockist Centre.
- 23. The Stockist shall indemnify the Company against any claims whatsoever with regard to any nonconformance, non-compliance or non-maintenance of the pertinent records or following the procedures as laid down by the law. The Stockist shall observe and comply with all statutory and other provisions and regulations relating to the storage and handling of the products and operation of the warehouse and shall indemnify the Company relating to such storage, handling and operation of warehouse.
- 24. The Company shall have the right to appoint one or more Stockist for the same city / town, depending upon the business demands and performance of the appointed stockists.
- 25. The Company reserves the right to change or alter any of the terms and conditions in this Appointment or any rules and regulations, to suit the business requirement at any point of time.

For CONYBIO HEALTHCARE (INDIA) PVT. LTD

STOCKIST	DIRECTOR
DATE:	DATE: