

Enagic India Kangen Water Pvt. Ltd



FORM-PC-09-IND

CIN - U41000KA2015PTC136310

Unit No 501, 5th Floor Barton Centre No 84 MG Road Bangalore Karnataka -560001
Corp. Office: The Millenia Tower B, 4th Floor, Unit 401 No. 1 & 2, Murphy Road, Ulsoor, Bangalore 560-008. India

www.enagic.co.in | Ph: 080 46509900 | Fax: 080 46509908

PREFERRED CUSTOMER (USER) APPLICATION FORM

NOTE: Please Complete this Preferred Customer Application (the "Application") in English for becoming a Preferred Customer of Enagic India Kangen Water Private Limited (hereinafter 'Enagic India' or 'Company'). Applicants must be 18 years of age or above. All sections are mandatory unless otherwise indicated.

Customer ID#
for office use only

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For office use only

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PRINCIPAL INFORMATION

Please tick one your category (✓)

Individual Sole Proprietorship Partnership Firm Private Limited Company Others (Please provide details)

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Kindly give name of the legal entity (the Entity) formed solely to complete this preferred customer application form

Name

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First Name Middle Name Last Name

Residency Status (only applicable to individual applicants) Citizen of and resident in India

Date of Birth

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DD MM YYYY

Gender

Male Female Other

ADDRESS DETAILS

Please provide your complete postal address with pin code and attach a valid address proof along with this application form. Your application will be rejected without valid address proof.

Mailing Address

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City / Town / Village (Mandatory)

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Post office (In case of village, Mandatory) District

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PIN Code (Mandatory) State (Mandatory) Mobile No. (Mandatory)

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E-mail address: (Mandatory)

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Photo Identity Proof (Attach photocopy)

Election Card Driving License Passport UID / Aadhar Card Any other

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SALES FACILITATOR

Identify the Direct Seller who will be your Sales Facilitator.

Sales Facilitator's Name Sales Facilitator's ID No.

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DECLARATION: I hereby declare that the sale/applicant information which I have agreed herewith to allocate to the sponsor mentioned below under my own free will.

SALES FACILITATOR'S SIGNATURE

SERVICING DIRECT SELLER INFORMATION

Direct Seller Name E-mail Address

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Direct Seller / ID NO. Mobile

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Register The Applicant As Your A (rank) Note: Applicant will be registered under rank which you have mentioned in above column. Please clarify your doubt if any related to same before submitting your application.

DECLARATION

I do hereby declare that the information furnished above is true and I am legally competent to enter in this contract and further if Enagic India Kangen Water Pvt. Ltd. accepts this application, I will be bound by the terms and conditions stated below/in this application form followed by Page No.2/2.

APPLICANT'S SIGNATURE:

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DD MM YYYY

DATE:

SPONSOR'S SIGNATURE:

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DD MM YYYY

DATE:

PREFERRED CUSTOMER - TERMS AND CONDITIONS

The following Terms and Conditions form part of the Preferred Customer Application (the 'Application') and together with the Application constitute the Preferred Customer Agreement (the 'Agreement'). The Agreement shall come into force upon acceptance of the Application by Enagic India Kangen Water Pvt. Ltd on the date of such acceptance ('Effective Date').

1. GENERAL INFORMATION & CONDITION FOR PREFERRED CUSTOMER ("PC")

- a) Please make sure that you and your servicing direct seller sign the application before submitting it to company for processing.
- b) Please submit proof of identification and address by way of, Aadhar Card, Election ID, Driving License, Passport, PAN etc.
- c) Preferred Customer status does not entitle the Purchaser to start sales solicitation activities. The product sale activity by a PC will not be accepted. A Preferred Customer registration is primarily for the purpose of maintenance and after sale service.
- d) If you wish to start soliciting activities in products of Company you can change your "Preferred Customer" status to "EnagicDirect seller" by following designated procedure to become "Direct Seller".

2. ORDERING:

The Preferred Customer may place orders for the Company products or services upon coming into force of the Agreement.

3. PRODUCT DELIVERY TIME & METHOD:

- a) The product will be delivered within 5-7 working days by the courier after the "Product Purchase Order Form" and payment confirmation.
- b) In case of any crisis situation/ any statutory requirement is pending from customer side/ any departmental issue, it may get delay till resolving the respective issues.
- c) Delivery charges applicable on actual basis.

4. DURATION:

This Agreement shall remain valid unless terminated in writing by the Preferred Customer or Enagic India.

5. AMENDMENT OF THE AGREEMENT BY ENAGIC INDIA:

Company may from time to time amend the Agreement through notice on its website, www.enagic.co.in. If the Preferred Customer does not agree to be bound by such amendment(s), he/she may terminate the Agreement. Otherwise, the Preferred Customer's continued relationship with the Company constitutes an affirmative acknowledgment by him/her of the amendment(s), and his/her agreement to be bound by the same.

6. TERMINATION:

- a) Either party may terminate this agreement by giving a written notice to the other.
- b) The Agreement shall terminate automatically, with immediate effect, in the event that the Preferred Customer is appointed as a Direct Seller.
- c) Enagic India may terminate this Agreement forthwith for cause or due to legal or regulatory requirements by giving a written notice to the Preferred Customer.

7. SERVICING DISTRIBUTOR:

The Preferred Customer agrees that a Servicing Distributor, if not indicated on the Application, will be assigned to him/her. The Preferred Customer hereby consents to permit the Servicing Distributor to contact him/her in relation to products offered by the Company, including notifications of promotions, and to the transfer of his/her data to the Servicing Distributor in accordance with the Privacy Policy. The Servicing Distributor will be available to assist the Preferred Customer with Product information, purchases, refunds or complaints.

8. CONDITIONS FOR SALE:

Ordering and Invoices: The supply of Products by the Company under an invoice shall be subject to the following provisions:

- (a) Weights, measures and statements as to quantity, quality, date of manufacture and other descriptive data as contained on the packing shall be presumed to be correct.
 - (b) The Preferred Customer shall have legal title to the Product when it is handed over to the Preferred Customer or the Carrier, as the case may be.
 - (c) The Preferred Customer must verify conformity of the Product with the order before accepting delivery.
 - (d) Prices are inclusive of all taxes as on the date of sale.
 - (e) Company is not liable for delays or non-delivery of Products by the carrier due to Force Majeure or other circumstances beyond its reasonable control, or any direct or indirect loss or damages arising therefrom.
9. Self-Consumption: The Preferred Customer agrees that he/she shall use the products purchased from the Company for his/her self-consumption only, and shall neither resell the products nor use the same for any commercial purpose.
 10. Returns: Returns and refunds are subject to the Company Refund Policy available in the Policies and procedures handbook.
 11. No Assignment: This Agreement is entered into on a personal basis, and neither this Agreement nor any of the rights or obligations of the Preferred Customer arising hereunder may be assigned or transferred without the prior written consent of the Company.
 12. **Severability:** If any provision of these Terms and Conditions is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.
 13. Any dispute arising out of this agreement or in any manner touching upon it, the same shall be settled through arbitration under Arbitration and Conciliation Act 1996 with all statutory amendments, by a sole arbitrator to be appointed by a Director of the Company, who may be specifically authorised by the Board of Directors of the Company in this regard. The venue of arbitrator shall be Bangalore.
 14. Companies Liability whether under contract or otherwise, arising out of or in connection with this contract shall not exceed the less of a) actual damages or loss accessed by the arbitrator b) the total price of the product purchased.
 15. **Governing Law:** This Agreement and all questions of its interpretation shall be governed by and construed in accordance with the laws of the Republic of India.
 16. **Jurisdiction:** This Agreement and all transactions between the Company and the Preferred Customer hereunder are subject to the exclusive jurisdiction of the Courts at Bangalore.