

Amway India Enterprises Pvt. Ltd., Ground Floor, Elegance Tower, Plot No. 8, Non Hierarchical Commercial Centre, Jasola, New Delhi - 110 025 Contact No.: 080-3527-6600

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FORM SA-89-ID

Website: www.amway.in

PREFERRED CUSTOMER APPLICATION

Please complete this Preferred Customer Application (the "Application") in English for free joining as a Preferred Customer for Amway India Enterprises Private Limited (hereinafter 'Amway' or 'Company'). Applicants must be 18 years of age or above. All sections are mandatory unless otherwise indicated.

APPLICANT INFORMATION		
Name of the Applicant  First Name  Middle Name  Date of Birth of Applicant  DD MM YYYY  Male  Female  Others		
PERSONAL DETAILS		
Please provide your complete address with pin code.		
Mailing Address Mailing Address		
Mailing Address / Locality		
Ivialing Address / Locality		
City / Town / Village		
Post office (In case of village)  District		
PIN Code State State		
Telephone (Residence) Telephone (Office) Mobile No.  STD Code & Phone Number  STD Code & Phone Number		
E-mail address		
SERVICING AMWAY DIRECT SELLING PARTNER INFORMATION		
I know the ADSP Number of my Servicing Amway Direct Selling Partner (Distributor)		
I do not know any ADS Partner (Distributor). Please assign a Servicing ADS Partner (Distributor) for me		
ADSP Number of your Servicing ADS Partner (Distributor)		
First Name of the Servicing ADS Partner (Distributor)		
Surname of the Servicing ADS Partner (Distributor)		
By signing this Application, I understand and agree that my information provided in connection herewith may be used in accordance with Amway's Privacy Policy, available at www.amway.in, and further, that if Amway accepts this application, I will be bound by the overleaf Terms and Conditions.		

## 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 Amway on the date of such acceptance ('Effective Date').

- **1. Ordering.** The preferred customer may place orders for Amway products or services upon coming into force of the Agreement.
- 2. Duration. This Agreement shall remain valid unless terminated in writing by the Preferred Customer or Amway.
- **3. Loyalty Program.** The Preferred Customer shall automatically be enrolled in the Loyalty Program (the "Program"), the Terms and Conditions of which are incorporated herein by way of reference and are available at www.amway.in.
- **4. Amendment of the Agreement by Amway.** Amway may from time to time amend the Agreement, inclusive of the Program, through notice on its website, www.amway.in. If the Preferred Customer does not agree to be bound by such amendment(s), he/she may terminate the Agreement in accordance with Clause 5 hereof. Otherwise, the Preferred Customer's continued relationship with Amway constitutes an affirmative acknowledgment by him/her of the amendment(s), and his/her agreement to be bound by the same.
- **5. Termination.** Either party may terminate this agreement by giving a written notice to the other. The Agreement shall terminate automatically, with immediate effect, in the event that the Preferred Customer is appointed or re-appointed as an Amway Direct Selling Partner. Amway may terminate this Agreement forthwith for cause or due to legal or regulatory requirements by giving a written notice to the Preferred Customer.
- **6. Login and Password.** The Preferred Customer agrees that he/she shall not disclose, lend, divulge or otherwise permit any other party to use his/her login ID or password for any purpose whatsoever, including, but not limited to, the purchase of Amway Products from Amway.
- 7. Servicing Amway Direct Selling Partner. The Preferred Customer agrees that a servicing ADS Partner, if not indicated on the Application, will be assigned to him/her. The Preferred Customer hereby consents to permit the servicing ADS Partner to contact him/her in relation to products offered by Amway, including notifications of promotions, and to the transfer of his/her data to the servicing ADS Partner in accordance with the Privacy Policy. The servicing ADS Partner will be available to assist the Preferred Customer with Product information, purchases, refunds or complaints.
- 8. Conditions of Sale.
  - **8.1. Ordering and Invoices.** The supply of Products by Amway 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 Products when they are handed over to the Preferred Customer or the Carrier, as the case may be.
  - (c) The Preferred Customer must verify conformity of the Products with the order before accepting delivery.
  - (d) Prices are inclusive of all taxes as on the date of sale.
  - (e) Amway 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.
  - (f) Each lot/instalment of Products delivered under an invoice shall deemed to be sold under a separate contract.
  - **8.2. Self-Consumption.** The Preferred Customer agrees that he/she shall use the Products purchased from Amway for his/her self-consumption only, and shall neither resell the Products nor use the same for any commercial purpose.
  - **8.3. Returns.**Returns and refunds are subject to the Amway Refund Policy available in the Business Starter Guide at www.amway.in.
  - **8.4. 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 Amway.
  - **8.5. Severability.** If any provision of these Terms and Conditions is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.
  - **8.6. 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.
  - **8.7.** Jurisdiction. This Agreement and all transactions between Amway and the Preferred Customer hereunder, including pursuant to the Loyalty Program, are subject to the exclusive jurisdiction of the Courts at Delhi.