

Terms & Conditions

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Mount Nutrition Company relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term "Mount Nutrition Company" or 'us' or 'we' refers to the owner of the website whose registered office is SAHARANPUR. Our company registration number is 123XYZ and its registered office is in Saharanpur. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Mount Nutrition Company a company incorporated under the Companies Act and Having its Registered Office in Saharanpur, hereinafter referred to as "the Company" "The Company is inter-alia into the business of Direct Selling of various products such as White Goods, Consumer Durables, Cosmetics, etc. The Company exclusively uses website to display the details of the products, marketing methods, business monitoring, while uses the word of mouth publicity to promote and create awareness about the company and its products.

The Company does appoint freelance distributors across the country for marketing and sale of products. Such distributorship is granted as privilege to the consumer of its products. Interested individuals/body corporate needs to purchase the products upon they being satisfied with the quality and services they can become a freelance distributor of the company, if they wish to by applying for the same in the prescribed form.

Before filling the application form, the intending Distributor is advised to go through the terms and conditions mentioned herein below thoroughly along with those mentioned in the official website of the company during placing an online order and subject to such terms and conditions shall append their signature in the column provided as a token of their acceptance of the terms and conditions mentioned therein.

I. Meanings

The following words used in these presents shall have the meaning as defined here under:

1. **Company** – Means Mount Nutrition Company, having its registered office at Saharanpur

2. **Consumer** - Consumer means individuals who purchases products from Mount Nutrition Company or its authorized franchisee.
3. **Independent Distributor** - Independent Distributor is the person who is competent to enter into contract as per the Indian Contracts Act provided, such interested person has purchased products from the Company and opted to participate in Business opportunity.
4. **He** - Shall mean and include male, female who applies for the Distributorship of the Company.
5. **Products** - Shall mean and include all the products marketed by the Company from time to time.
6. **Manufacturer** - Means and include Manufacturers of the products marketed and sold by the Company from time to time.
7. **MRP & DP** - Means and includes Maximum Retail Price printed over the price tag appended to the products and Distributor Price in which price consumer and distributor will get products from company or its authorized franchisee.
8. **Facilitation Incentives** - Facilitation Incentives is the amount/benefit an Independent Distributor may earn by marketing/referring the products of Mount Nutrition Company.
9. **Distributor ID** - Means unique identification number issued by the Company to the Consumer/Independent Distributor and is issued to Independent Distributor as a token of acceptance of his application seeking for distributorship for the products of the Company.
10. **Password** - Password means, unique code allotted to each of the Consumer / Independent Distributor to allow them to log on to the website of the Company.
11. **Product Code** – Means and include the defining the product which has decided by company.
12. **Website** - Means website of the Company www.mountnutrition.com

II. Recruitment & Perception

1. The Company upon scrutiny and verification of the Application may consider the Applicant as an "Independent Distributor" for the products marketed by the Company.
2. Independent Distributor shall enjoy the following privileges after such recognition.
3. No territorial restriction to market the products, but limited to India.
4. Company shall maintain sales account of the Independent Distributor and shall be made available for inspection through their website.
5. A Distributor ID and password shall be awarded to facilitate verification of their respective business account.
6. There shall be no specific targets; however earnings shall be in proportion to the volume of sales done by the Independent Distributor by self or through team as stipulated.
7. Distributorship may be awarded as a privileged consumer with no deposit and other conditions.
8. Distributorship is awarded without any commitment/or promise from the company in terms of possible earning potentials.
9. The Independent Distributorship, upon appending his signature at the bottom of these presents and confirming through online in the company's website, shall be deemed to have accepted the Distributorship as Independent Consumer and hereby covenants as under:
 1. That he has clearly understood the Business Opportunity, Marketing Program, The Compensation, Its Limitations and Conditions and, he is not relying upon any representation or promises that is not set out in this term and conditions or other officially or printed or published materials of the company.
 2. Shall Act as an independent body and shall not commit any misfeasance or malfeasance to create any liability/obligation over the company of whatsoever nature.
 3. An Independent Distributor is not an Agent/Employee or any other legal representative of the company or its service provider.
 4. He has attained the age of majority and is competent to enter into a contract as provided in the "INDIAN CONTRACT ACT". Necessary proof there of shall be submitted as and when required by the company.
 5. Independent Distributor hereby undertakes not to accept cash from any new consumer introduced by him for buying the products and discourage his team members from accepting cash from any buyers.

6. Distributors hereby declare that all information furnished to the company is true and correct. The Company shall be liberty to take any action against the distributor, in the event, it is found that the Distributor furnished any wrong/false information to the company and the company's decision will be final.

III. General Aspects

1. The company under no circumstances will accept payment in cash for product sales.
2. The company may appoint Third Party for collection/distribution services. Independent Distributor advised to visit the company official website from time to time to know such an appointment and avail facilities such as walk to in to their outlets and make payment and collect a valid receipt and products from them.
3. The Products can be ordered online through our website and the payment in the form of demand draft favoring " Mount Nutrition Company", Payable at Saharanpur , has to be sent / submitted at our authorized outlets, against which the product/s ordered will be delivered to the purchaser/authorized person. If the payment has been done through Credit Card/Debit Card using payment gateway process or through Terminal Swiping machine, the same or the front side photo copy of the 'same has to be presented with the ID proof, at the time of product delivery, by the purchaser either while collecting the product from the delivery outlet or while product getting delivered at the purchaser's delivery address.
4. All Consumers/Independent Distributors before ordering online or making the payment are advised to physically look and feel the products that are available for demo/display at our locations, as such the images shown in the company's website / printed materials or through, any other mode by the company is only for reference and the actual product may vary.
5. Neither it is compulsory nor mandatory to participate in the business plan of Mount Nutrition Company Purchasers who wish not to join business, can take a benefit of discounted product as a consumer. Company take every possible steps to make the purchaser understand about the company, products, policies, etc., and also to make ensure that the purchaser is properly guided to buy Mount Nutrition Company products or before entering in to Company Business Opportunity and such purchaser will be termed as "Consumer".
6. A consumer who has purchased the products from Mount Nutrition Company can choose to join the business opportunity free of cost, which he can do so by confirming from his Business centre login.
7. The Independent Distributor will be eligible towards facilitation fees or income, as per the Business Volume of sale of products/ business done by him, subject to the eligibility norms formulated by the company from time to time. The company does not guarantee/assure any facilitation fees or income to the distributor on account of becoming just a mere "Distributor" of the Company.
8. Distributor ID has to be quoted by the distributor in all his transactions and correspondence with the company. The Distributor ID once chosen cannot be altered at any point of time.
9. No communication will be entertained without Distributor ID; Distributor shall preserve the ID properly as it is before logging on to website.
10. TDS and any other applicable deductions will be charged to the distributor by the Company as per the prevailing norms.
11. Independent Distributor Undertake to adhere to policies, procedures, rules & regulations formed by the company.
12. The distributor shall be faithful to the company and its co-distributors and shall uphold the integrity and decorum of the company and shall maintain good relations with other distributors and other clients. The Distributor understands that, the company shall be at liberty to accept or reject his application to become a distributor.
13. The Company reserves its rights to modify the terms and condition, products, plans, business and policies with/without giving prior notice. Such notice may be published through the official website of the company, and any such modification/amendment shall be applicable and binding upon the Distributor from the date of such publication.

IV. Prices/Payments

1. The Updated Products and their Price lists are available on the company's official website and the amount to be paid (only after complete satisfaction with the description/ features available on the website and if possible, the physical verification of the product can be had by the purchaser by visiting our authorized outlets) by way of Bank Demand Draft favoring " Mount Nutrition Company at Saharanpur.
2. It is mutually agreed between the parties that the Consumer / Independent Distributor if satisfied about the product ensure that the amount towards such product should reach the company's branch / authorized outlets within 15 days from the date of ordering the same online. In case the Product Purchaser fails to make payment within the aforesaid 15 days period to the company, it is up to the company's discretion either to accept the payment on the norms prevailing at that point of time or that this Agreement stands terminated and will be deemed as null and void.
3. It is mutually agreed between the parties hereto, that the company is at liberty to change / modify the quantum of product cost payable under this Agreement in future or provide for additional Product / Services at such additional cost as may be determined by the company.
4. The company offers 30 days money back guarantee, from the date of receipt of payment on certain select products, as per the Product return policy.
5. The product rates and specification is also subject to change and may vary from time to time.
6. The company will not be responsible for any loss or damages if caused due to any technical error in the web links provided in the website, payment gateway, typographical errors etc.

V. Prohibitions

1. A Distributor is prohibited from listing, marketing, advertising, promoting, discussing, or selling any product, or the business opportunity on any website or online forum that offers like auction as a mode of selling. Please refer to code of conduct of our Distributor Policies and Procedures for complete details.
2. Once a distributorship is terminated, he cannot enter into any of the company premises/meeting locations and his facilitation fee/ his name would be removed and he would not be entitled to receiving any fees going forward immediately.
3. The distributor hereby undertakes not to compel or induce or mislead any person with any false statement/promise to purchase products from the company or to become distributor of the company.

VI. Roles & Privacy

Parties shall maintain confidentiality with respect to company's information including but not limited to company's policies, product details, facilitation fees etc., save and except to the extent that is required for furthering sale of products.

VII. Supreme Aspects

Not with standing anything stated or provided herein, the company reserves its right to modify, alter or vary the terms and condition in any manner whatsoever they think fit and shall be communicated through official website or other mode as the company may deem fit and proper. Differences if any on such amendment shall be expressed / intimated in writing to the company within 7 days from the date of such amendment. In the absence of receipt of written objection, if any within such stipulated period, all such amendments to the agreement shall be considered as carried with the consent and thereafter any objection/difference shall be considered as waived/surrendered unconditionally.

VIII. Termination

The Company reserves its rights to terminate the Distributorship for any reason not limited to the breach of terms as stipulated herein.

IX. Force Majeure

The Company shall not be liable for any failure to perform its obligations where such failure has resulted due to Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity.

X. Resource and Legal Applicability

1. The terms and conditions stipulated in the forgoing paragraphs shall be governed in accordance with the laws in force in India. Disputes, if any, shall be subject to the exclusive jurisdiction of the courts in Saharanpur.
2. If any dispute or difference arising out of or in relation to these presents, the same shall be referred to a sole arbitrator appointed by the Company. Arbitration in such event shall be conducted as per the "Arbitration and conciliation Act" as amended from time to time. Venue of such Arbitration shall be Saharanpur and Language shall be English.

Declaration & Affirmation

Solemnly affirm and declare as follows:

1. That I have read and understood the terms and conditions for 'Independent Distributorship "of the Company.
2. I have also gone through the company official website, printed materials, brochures and convinced about the business and I have applied for the Distributorship on my own volition.
3. I declare that I have not been given any assurance or promise by the company or its senior level Distributors as to any income on account of the product purchase made by me. However I am made to understand that I will be eligible for income / facilitation fees depending upon the volume of business done by me, as per terms and the Company reserves the right to change the Business Plan at any point of time.
4. I undertake not to misguide or induce any one I shall not misguide any one and appraise them the terms and conditions for anyone to become a distributor to join the company.
5. I hereby agree and adhere to the terms and conditions as stipulated along with the application form and as mentioned above to agree to purchase the product as Consumer/to do the distributorship business.
6. I hereby agree to submit all disputes to arbitration as provided in the terms and conditions of the company.

In witness whereof I herein have signed this Declaration/Affirmation this day of DOJ: in presence of the following Introducer.