

Franchise Terms and Conditions

LIONX WELLNESS PRIVATE LIMITED

Effective Date: June 15, 2026

Introduction and Binding Nature of Terms

Welcome to the Franchise Network of **Lionx Wellness Private Limited** (“Company”, “we”, “our”, “us”). These Franchise Terms and Conditions (“Terms”) apply to all individuals or entities (“Franchisee”, “you”) operating as a State Franchise, District Franchise, or Service Point.

By applying for, paying for, or operating a Lionx Wellness Franchise, you expressly acknowledge and agree to be bound by these Terms. These Terms are designed to protect the Company’s brand, operational integrity, and legal standing.

Primacy of the Manual Franchise Agreement

The Company executes a separate, formal, physical/manual Franchise Agreement (“Manual Agreement”) with each Franchisee.

- **Primary Authority:** The terms outlined in your signed Manual Agreement shall act as the primary governing document of your franchise relationship with the Company.
- **Supplementary Protection:** These online Terms serve as a supplementary, binding legal framework. In the event of any ambiguity, or where the Manual Agreement is silent on a specific matter, these online Terms shall apply absolutely and in full force to protect the Company.

Strict No Refund Policy

The Company operates a zero-tolerance **NO REFUND** policy regarding all franchise-related investments.

- All Franchise Fees, security deposits, setup costs, activation fees, and any other payments remitted to the Company to secure a State Franchise, District Franchise, or Service Point are **100% NON-REFUNDABLE** under any and all circumstances.
- You explicitly waive any right to dispute, chargeback, or legally challenge the non-refundable nature of your initial or ongoing financial investments in the franchise.

Strict No Stock Exchange and No Return Policy

Unless explicitly and specifically authorized in writing within your signed Manual Agreement, the following inventory rules apply absolutely:

- **All Sales are Final:** Once inventory, products, or promotional materials are billed and dispatched to the Franchisee, the sale is final.
- **No Stock Exchange:** The Company does not entertain, accept, or process any requests for the exchange of unsold, slow-moving, or expired stock.
- **No Stock Return:** The Company will not buy back unsold inventory. The Franchisee assumes 100% of the risk regarding inventory management, storage, and retail sales.
- **Damage in Transit:** Any claims for stock damaged during transit must be reported immediately upon receipt per Company guidelines; otherwise, the Company assumes zero liability for damaged goods.

Financial Terms and Payouts

As an independent Franchisee, you agree to the Company's financial and payout structures:

- **TDS and Administrative Deductions:** All franchise profits, incentives, and monthly incomes are subject to a mandatory **5% Tax Deducted at Source (TDS)** and a **5% Administrative Charge**, which will be deducted prior to any payout transfer.
- **No Income Guarantees:** The Company makes absolutely no guarantees, representations, or warranties regarding your potential income, sales volume, or business success. You acknowledge that your success is entirely dependent on your own local business efforts.

Operational Independence and Zero Company Liability

The Franchisee operates as an independent business entity. You are not an employee, joint venture, or legal agent of the Company.

- **Absolute Zero Liability:** To the maximum extent permitted by law, Lionx Wellness Private Limited, its directors, and its employees shall bear **ZERO LIABILITY** for any direct, indirect, incidental, consequential, or operational losses incurred by the Franchisee.
- **Local Compliance:** The Franchisee is solely responsible for obtaining all necessary local trade licenses, GST registrations, shop establishment certificates, and paying local taxes. The Company holds no liability for the Franchisee's failure to comply with local laws.

Code of Conduct and Right to Terminate

The Company reserves the absolute right to unilaterally and immediately suspend or **terminate the Franchise Agreement** and seize the Franchisee's operational rights without compensation or refund, if the Franchisee engages in:

- Selling counterfeit products, adulterating Company products, or selling unauthorized third-party products under the Lionx Wellness brand.
- Selling products above the Maximum Retail Price (MRP) or below Company-mandated minimum prices.
- Defaming the Company, its directors, or its products in any public or private forum.
- Cross-promoting competing businesses or poaching Company customers/affiliates for other ventures.
- Breaching any clause of the Manual Agreement or these Terms.

Intellectual Property

All trademarks, logos, branding, and product formulations are the exclusive property of Lionx Wellness Private Limited. The Franchisee is granted a limited, revocable, non-exclusive license to use the brand strictly for selling Company products during the term of the agreement. Upon termination, the Franchisee must immediately cease all use of the Company's intellectual property.

Amendments

The Company reserves the right to modify or amend these Terms, profit margins, product prices, and operational guidelines at its sole discretion, at any time, without prior notice.

Governing Law and Exclusive Jurisdiction

These Terms shall be governed by and construed strictly in accordance with the laws of India. Any legal disputes, claims, or controversies arising out of or relating to the Franchise relationship shall be subject to the **exclusive jurisdiction of the competent courts located in Siliguri, West Bengal, India.**

Contact Information

For official franchise correspondence, please contact:

LIONX WELLNESS PRIVATE LIMITED

1 No. Dabgram, Siliguri, Darjeeling
Rabindra Sarani, Rajganj, Jalpaiguri - 734006
West Bengal, India

Email: info@lionxwellness.in | lionxwellness@gmail.com

Phone: +91 89188 86275

Website: www.lionxwellness.in